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HOME Construction Manual Updates

The following attachment has been added to the **HOME** Construction Manual as of 02/12/08.

Attachment O "Architect or Professional Engineer Certification" form must be completed by all applicants proposing new construction or rehabilitation projects and submitted with the application.

Also located in:

Homeownership Manual, Form 7
Rental Manual, Form 7

Attachment O – Architect/Professional Engineer Certification

Development Name: _____ **Total # of Bldgs. in the project:** _____

Low Income Units

Unit Type:	**# of Units:**	**# of Baths:**	**Heated Area:**	**Total Heated Area:**
Efficiency	_____	_____	_____ s.f.	_____s.f.
1 Bedroom	_____	_____	_____ s.f.	_____ s.f.
2 Bedroom	_____	_____	_____ s.f.	_____ s.f.
3 Bedroom	_____	_____	_____ s.f.	_____ s.f.
4 Bedroom	_____	_____	_____ s.f.	_____ s.f.
Living Units Total:	_____	**Sub-Total Residential Heated Sq. Ft.:**		_____ **s.f. (A)**

Type:	**# of Type:**	**Area:**	**Total Area:**
Covered Porches	_____	_____s.f.	_____ s.f.
Breezeways	_____	_____s.f.	_____ s.f.
Outside Storage	_____	_____s.f.	_____ s.f.
Other:_____	_____	_____s.f.	_____ s.f.
		TOTAL NON-HEATED AREA:	_____ **s.f.**

Common Areas

Office Area:	_____ s.f.	_____ s.f.
Laundry:	_____ s.f.	_____ s.f.
Computer Room:	_____ s.f.	_____ s.f.
Community Building:	_____ s.f.	_____ s.f.
Other: _____	_____ s.f.	_____ s.f.
	Sub-Total Non-Residential Heated Sq. Ft.:	_____ **s.f. (B)**
	TOTAL HEATED AREA (A+B):	_____ **s.f.**

HOME CONSTRUCTION REQUIREMENTS

The development **will be** designed and constructed incorporating all HOME **Construction Requirements (located in the HOME Construction Manual)**. In addition, **all** HOME-assisted projects are subject to the Federal requirements found in the **HOME Final Rule** (24 CFR Part 92, subpart H). The requirements of this subpart include nondiscrimination, equal opportunity, disclosure, debarment, drug-free workplaces, affirmative marketing, minority outreach, environmental reviews, relocation, labor, lead-based paint, conflict of interest, Executive Order 12372, and consultant activities.

MANDATORY CONSTRUCTION REQUIREMENTS -- For All Rental Development Types:

The development **will be** designed and constructed incorporating the following **Mandatory Construction Criteria**.

1. Window coverings for each window, including glass doors, must be installed. Metal blinds are not permitted. **All** windows will have screens.
2. All kitchen and bathroom interior cabinets must be solid wood or wood/plastic veneer products with dual slide tracks on drawers.
3. All kitchen and bathroom walls will be painted in semi gloss.
4. All entry doors must be steel or fiberglass and must be insulated, paneled, and must have peepholes and single key deadbolt locks.
5. Sidewalk access to all parking spaces.
6. Exterior lighting at all entry doors, community buildings, common areas within the building(s), and parking areas.
7. Enclosed trash dumpsters and/or compactors.
8. The following appliances must be provided in each unit: (a) Stove with exhaust fan; (b) Full sized refrigerator-freezer having a minimum size of fourteen (14) cubic feet.
9. At least thirteen (13) SEER HVAC units must be installed.
10. In localities that do not have their own parking space regulatory code/requirement, the Authority requires that the development provide adequate parking spaces. If tenants are required to pay for parking, those charges must be included in the rental fees and are subject to the HOME allowable rent limitations.
11. All older persons (55+ years) developments will be one-story structures or, if greater than one story, all stories will be accessible by elevator.
12. HOME-assisted housing must meet the accessibility requirements of **Section 504 of the Rehabilitation Act of 1973** and **Americans with Disabilities Act (ADA).**
13. All HOME assisted units must receive a final inspection approval and Certificate of Occupancy prior to units being occupied by tenants.
14. **Both** single and multi-family units must have smoke detectors inside each bedroom and in each hallway. All detectors must be interconnected so that the activation of one will activate all others. The detectors must be hardwired with a battery backup in the event of a power failure to the residence.

Construction of energy efficient new homes is the most cost-effective way of achieving an energy efficient housing stock over the course of time. The applicant can get involved in a number of activities to encourage energy efficient new construction and rehabiliation, including promoting the use of effective energy building codes, high energy efficiency rating systems, and other activities. The innovative design certification includes energy savings design criteria that an applicant can select as a part of their affordable housing design. Developments that include energy savings design will have to follow all qualifications for the products and installing requirements. Resource information regarding requirements is found at the South Carolina Energy Office website: http://www.energy.sc.gov/index.aspx?m=3

INITIAL AND CHECK the appropriate box(es) below, thereby indicating that the development will be designed and constructed incorporating the design criteria selected:

___ ☐ 1. Appliance to include a refrigerator and a dishwasher that meets Energy Star Standards and a hot water heater with an energy factor greater than 0.61.

___ ☐ 2. Energy Star rated windows.

___ ☐ 3. Energy Star rate HVAC systems (14 seer or greater).

___ ☐ 4. Energy Star rated lighting in all common area corridors, stairwells, and the community room.

___ ☐ 5. Water Flow Saving Devices.

___ ☐ 6. Ceiling Fans – Living Room & Bedroom.

___ ☐ 7. Permeable Paving.

___ ☐ 8. Programmable Thermostats

___ ☐ 9. Hot Water Pipe Insulation

___ ☐ 10. Minimize Glass on East/West Exposure

___ ☐ 11. Window Overhang

___ ☐ 12. Recycled Insulation

___ ☐ 13. Recycled Sheet Rock

___ ☐ 14. Water Efficient Landscaping

___ ☐ 15. Dimmable Lights (In Common Areas)

___ ☐ 16. Motion Sensor Light Switches

___ ☐ 17. Recycled material/Carpet Flooring

___ ☐ 18. All units must have a Range Queen or comparable extinguishing system over the stove.

___ ☐ 19. Washer/dryer hookups in all units.

Architect and/or Professional Engineer Certification:

The undersigned certifies to the South Carolina State Housing Finance and Development Authority (SCSHFDA) that (1) the above information is true and correct; (2) the development **will be** constructed in accordance with the mandatory and optional design criteria as stated in the body of this certification; and (3) the architect and/or professional engineer has reviewed the plans and specifications of the development to ensure that such plans and specifications comply with and the development has been constructed to comply with the accessibility and other requirements of Section 504 of the Rehabilitation Act, the Fair Housing Amendments to the Civil Rights Act of 1968, the American With Disabilities Act, and any other applicable State or Federal legislation. The undersigned acknowledges that the foregoing certifications will be relied upon by the SCSHFDA and that any misrepresentation, whenever discovered, will result in a) the undersigned and the Developer both being debarred from participation in any Authority administered programs for a minimum of one (1) year and b) the filing of a complaint against the architect/professional engineer with the S.C. Department of Labor, Licensing and Regulation.

Firm: _____ **Date**: _____

By: _____ **License #**: _____

Its: _____

AUTHORITY REQUIREMENTS:

1. All work must be permitted and inspected.

2. For work valued at $5,000 or less, contractor must be REGISTERED and INSURED.

3. For work valued at $5,000 and up, contractor must be LICENSED and INSURED. Registered/Specialty contractors can perform work in excess of $5,000 (within their specialties) if a $5,000 bond is secured and registered with the Department of Labor, Licensing and Regulation (LLR).

4. A Certificate of Occupancy is required for final power.

5. All exterior doors must have peepholes and single key deadbolt locks.

6. **Both** single and multi-family units must have smoke detectors inside each bedroom and in each hallway. All detectors must be interconnected so that the activation of one will activate all others. The detectors must be hardwired with a battery backup in the event of a power failure to the residence.

7. All change orders must be approved by the Authority prior to beginning work.

8. All work performed shall be finished and complete.

9. All material shall be new and of standard or better grade.

10. Under rehabilitation, **ALL** major system deficiencies shall be corrected before any general property improvement work is done.

11. Payments are disbursed for work in place. Payments can not be requested for stored materials.

12. Screens are required for all windows.

13. All rental units shall be furnished with blinds.

ACCEPTABLE AFFORDABLE HOUSING STANDARDS (Single Family Construction):
Standards for Single Family Housing Construction include the following:

Stove	Garbage Disposal	Dishwasher	Ceiling Fans
Standard tubs	Carpet and vinyl	Vinyl Siding	

HOME funds used for landscaping costs can not exceed $1,000.

Any items not included or contained in this listing **must** be approved by the Authority prior to the execution of an agreement with the potential homebuyer. Failure to do so will result in disallowed costs.

HOME-assisted projects are subject to the Federal requirements found in the **HOME Final Rule** (24 CFR Part 92, subpart H). The requirements of this subpart include nondiscrimination, equal opportunity, disclosure, debarment, drug-free workplaces, affirmative marketing, minority outreach, environmental reviews, relocation, labor, lead-based paint, conflict of interest, Executive Order 12372, and consultant activities.

HANDICAPPED ACCESSABILITY:

HOME-assisted projects are required to be in compliance with the following three (3) regulations regarding accessibility of federally assisted buildings, facilities and programs.

- **Section 504:** HOME-assisted multi-family housing must meet the accessibility requirements of **Section 504 of the Rehabilitation Act of 1973**. The Act prohibits discrimination against persons with disabilities in the operation of programs receiving Federal financial assistance. HUD regulations implementing **Section 504** contain accessibility requirements for new construction and rehabilitation of housing as well as requirements for ensuring that the programs themselves are operated in a manner that is accessible to and usable by persons with disabilities.

  New Construction projects with five (5) or more units must have a minimum of five percent (5%) of the units accessible to individuals with mobility impairments and an additional two percent (2%) of the units accessible to individuals with sensory impairments.

  Rehabilitation projects with fifteen (15) or more units and rehabilitation costs that will be seventy-five percent (75%) or more of the replacement costs of the completed facility must have a minimum of five percent (5%) of the units accessible to individuals with mobility impairments and an additional two percent (2%) of the units accessible to individuals with sensory impairments.

- **Americans with Disabilities Act (ADA):** The **ADA** requires that all facilities designed or constructed after January 26, 1993 must be accessible and usable by disabled persons. The **ADA** also requires the removal of structural architectural and communication barriers in existing facilities. Removal must be readily achievable, easily accomplished and able to be carried out without much difficulty or expense.

- **Fair Housing:** Multi-family dwelling units must comply with the **Fair Housing Act** construction and design requirements as required by 24 CFR 100.205. Please refer to **CABO/ANSI Section A117.1** for compliance requirements.

DAVIS BACON:

The **Davis-Bacon Act** (24 CFR Part 92.354) as administered under the HOME Program applies to every contract for the construction (rehabilitation or new construction) of housing (rental and homeownership activities) that includes 12 or more units assisted with HOME funds. It requires contractors to pay prevailing wages to all laborers and mechanics employed in the development and **allows for the withholding of funds to ensure compliance**. Prevailing wages are determined by the Department of Labor. Wage determinations are listed by construction type and county. They can be found online at www.access.gpo.gov/davisbacon/ or www.wdol.gov. Wage

decisions are "locked in" when the contract is executed and no future modifications are applicable to the contract or project. While construction is underway, HOME recipients that must comply with the Davis Bacon Act must submit weekly payroll information to the Authority, conduct on-site employee interviews, and have contracts and procurement policies that are in compliance with Federal Labor Standards. Once Davis-Bacon is triggered, the requirements are applicable to the construction of the entire project, including portions of the project that are not assisted with HOME funds. HOME prohibits breaking a single project into multiple contracts for the purpose of avoiding Davis-Bacon.

On-site interviews with laborers and mechanics must be periodically conducted by the HOME recipient's appointed Labor Standards Officer. The purpose for the interviews is to compare the worker's views on the hours worked, type of work performed and wages received against the information submitted in the certified payroll documents.

Davis-Bacon Exceptions

The Davis-Bacon Act does not apply to an individual who:

- Performs a service or services for which the individual has volunteered, and thus receives no compensation.

- Receives payment for expenses, reasonable benefits, or a nominal fee to perform services for which the individual has volunteered, and such persons are not otherwise employed at any time in the construction work.

- Participates in a sweat equity program which permits members of an eligible family to provide labor in exchange for acquisition of property for homeownership or to provide labor in lieu of, or as a supplement to, rent payments.

- Apprentices enrolled in bona fide apprenticeship programs approved and registered with the Department of Labor or a DOL recognized State Apprenticeship Council.

Davis-Bacon Responsibilities

All HOME award recipients that are required to comply with the Davis-Bacon Act regulations, at a minimum are responsible for the following:

- Designating a **Labor Standards Officer**, who is a member of your organization that will be responsible for ensuring compliance with Davis-Bacon and other applicable labor standards requirements. See **Attachment M3** on page 119.

- Ensuring that all bid documents, contracts and subcontracts for Davis-Bacon covered work contain the **Federal Labor Standards Provisions** and the current **Davis-Bacon Wage Decision.**

    1. **Federal Labor Standards Clauses** obligate the contractor to comply with Davis-Bacon wage and reporting requirements and provide remedies for sanctions should violations occur. The standard form **HUD-4010, Federal Labor Standards for CDBG and HOME** is provided as an **Attachment M8** on pages 159-162 and is available online at www.hudclips.org/cgi/index.cgi.

    2. The **Davis-Bacon Wage Decision** is a listing of various construction work job classifications and the minimum wage rates that must be paid based on county and project type. See sample wage decision provided as **Attachment M10** on pages 165-167.

- The Labor Standards Officer must make certain that the contractor fully understands their responsibilities for Davis-Bacon compliance and provide training if necessary. A copy **"Making Davis-Bacon Work, A Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction Projects"** has been provided as attachment **M7** on pages 125-158. A copy of this guide must be provided to all applicable contractors and subcontractors working on the project. Additional copies can be downloaded at www.hud.gov/offices/olr. Documentation must be provided that each applicable contractor and subcontractor has received the guide and understands their responsibilities regarding compliance with the Davis-Bacon regulations, see **Attachment M2** on page 119.

- Conduct on-site inspections including employee interviews with laborers and mechanics employed on the construction project and to ensure that the applicable **Wage Decision** and Department of Labor's **"Notice to Employees Poster"** are posted on the job site. See **Attachments M9** and **M10** on pages 163 - 167.

- Review certified payrolls reports and related documentation and submit to the Authority on a weekly basis. See **Attachment M4** on page 120.

- Maintain full documentation of Federal Labor Standards administration and enforcement activities for a minimum of 3 years.

- Inform the Authority immediately of any violations or potential violations for investigation.

Davis-Bacon Recordkeeping Requirements

A Davis-Bacon Checklist is provided as **Attachment M1** on page 117. For each construction contract and subcontract that is subject to the Davis-Bacon Act, the HOME award recipient is required to maintain a file with the following documentation:

1. Copy of the Wage Rate
2. Procurement Documents containing the Labor Standards Provisions
3. Contracts containing the Labor Standards Provisions and Wage Decisions
4. Payrolls with evidence of their review
5. Employee Interviews
6. Evidence of any violations and the steps take to resolve them

The following Davis-Bacon documents have been provided as attachments:

M1 Davis-Bacon Recipient File Checklist 117
M2 Receipt of Making Davis-Bacon Work (Contractor's Guide) 118
M3 Designated Labor Standards Officer 119
M4 Davis-Bacon Contractor Payroll Checklist 120
M5 Record of Employee Interview (English) 121-122
M6 Record of Employee Interview (Spanish) 123-124
M7 Making Davis-Bacon Work (Contractor's Guide) 125-158
M8 Federal Labor Standards Provisions 159-162
M9 Notice to Employees Poster 163-164
M10 Sample Wage Decision 165-167

ENVIRONMENTAL REVIEW:

Each HOME funded project is required to conduct an **Environmental Review** in accordance with 24 CFR Parts 50 and 58, as amended. In accordance with 24 CFR Part 58 applicants, recipients,

owners, developers, sponsors or any third party partners **CAN NOT** take any physical actions on a site, start construction, commit, expend, or enter into any legally binding agreements that constitute choice limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and an **"Authority to Use Grant Funds"** has been received from HUD. Any violation of the statutory regulation will result in the automatic de-obligation of a HOME award or remove an application from funding consideration. The environmental review process must be completed before executing a construction contract or taking any physical actions on a site. Home funds may not be used to reimburse a non-governmental entity for project-related costs incurred after the entity has submitted an application for HOME funds and before approval by HUD of the Request for Release of Funds has been received except for activities that are exempt or are excluded and not subject to the laws in 58.5 and for certain relocation expenses.

If construction was underway before submitting the application for HOME funds, **all work must cease immediately** once the application for HOME funds has been made. No work or choice limiting actions may occur after the application date. Work may only recommence after an environmental review has been completed and an **"Authority to Use Grant Funds"** notification has been received.

LEAD-BASED PAINT:

HOME-assisted projects are subject to comply with Lead-Based Paint Regulations. Effective September 15, 2000, the U.S. Department of Housing and Urban Development (HUD) issued a new regulation designed to protect young children from lead-based paint hazards in housing that is financially assisted by the federal government or being sold by the government. The regulation, "Requirements for Notifications, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," was published in the Federal Register on September 15, 1999. This regulation appears within title 24 of the Code of Federal Regulations as part 35 **(24 CFR Part 35)**. The requirements apply to housing built before 1978, the year lead-based paint was banned nationwide for consumer use. The regulation sets hazard reduction requirements that give a much greater emphasis than previous regulations to reducing lead in house dust. The regulation requires dust testing after paint is disturbed to make sure the home is lead-safe. Specific requirements depend on whether the housing is being disposed of or assisted by the federal government, and also on the type and amount of financial assistance, the age of the structure, and whether the dwelling is rental or owner-occupied.

Types of Housing Covered

- Federally-owned housing being sold.
- Housing receiving a federal subsidy that is associated with the property, rather than with the occupants (project-based assistance).
- Public housing
- Housing occupied by a family (with a young child) receiving tenant-based subsidy (such as a voucher or certificate).
- Multifamily housing for which mortgage insurance is being sought.
- Housing receiving federal assistance for rehabilitation, reducing homelessness, and other special needs.
- All units constructed prior to January 1, 978 assisted with HOME funds for rehabilitation, conversion, acquisition, down payment and closing cost assistance and tenant based rental assistance.

Types of Housing Not Covered

- Housing built on or after January1, 1978, when lead paint was banned for residential use.

- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there for prolonged periods of time.
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks.
- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector.
- Property where all lead-based paint has been removed and clearance has been achieved.
- Unoccupied housing that will remain vacant until it is demolished.
- Non-residential property
- Any rehabilitation of housing improvement that does not disturb a painted surface.

All lead-based paint activities shall be performed using safe work practice standards as required by 40 CFR Part 745. All lead-based paint activities must be undertaken by an EPA Lead-Based Paint Certified individual or firm. Refer to the definition of certified on page 6. When applicable, the lead-based paint disclosure rule requires that all tenants, owners and purchasers are provided with the pamphlet titled **"Protect Your Family from Lead In Your Home".** A copy is provided as **Attachment A1** on pages 75 - 90. Additional copes are available at www.hud.gov/offices/lead/disclosurerule/index.cfm. Lead-based paint regulations apply to all units in a HOME-assisted project regardless of the occupancy of the unit.

Lead Based Paint Definitions

Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards. Permanent means an expected design life of at least 20 years.
Abatement includes:

- The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and
- All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.

Certified means licensed or certified to perform such activities as risk assessment, lead-based inspection, or abatement supervision by the State with a lead-based paint certification program authorized by the Environmental Protection Agency (EPA).

Clearance Examination means an activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at 35.1320.

Containment means the physical measures taken to ensure that dust and debris created or released during lead-based paint hazard reduction are not spread, blown or tracked from inside to outside of the worksite.

Deteriorated Paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

Dust-Lead Hazard means surface dust that contains a dust-lead loading (area concentration of lead) at or exceeding the levels promulgated by the EPA pursuant to section 403 of the Toxic Substances Control Act or the standards in 35.1320.

Encapsulation means the application of a covering or coating that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulant and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designated and performed so as to be permanent.

Enclosure means the use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designated to be permanent.

Evaluation means a risk assessment, a lead hazard screen, a lead-based paint inspection, paint testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint.

Hazard Reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.

Interim Controls means a set of measures designated to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Lead-Based Paint Hazard means any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health affects.

Lead-Based Paint Inspection means a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.

Paint Stabilization means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

Painted Surface to be Disturbed means a paint surface that is to be scraped, sanded, cut, penetrated or otherwise affected by rehabilitation work in a manner that could potentially create a lead-based paint hazard by generating dust, fumes, or paint chips.

Risk Assessment means:

- An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and
- The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

Safe Work Practices means hazard reduction using approved methods of paint stabilization, occupant protection and specialized cleaning.

Standard Treatments means a series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.

Visual Assessment means looking for, as applicable:

- Deteriorated paint
- Visible surface dust, debris and residue as part of a risk assessment or clearance examination; or
- The completion or failure of a hazard reduction measure.

Lead-Based Paint Notification Requirements

HOME recipients must provide documentation that these four notification requirements have been met when applicable:

1. **Lead Hazard Information Pamphlet:** Occupants, owners, and purchasers must receive the EPA/HUD/Consumer Product Safety Commission lead hazard information pamphlet **(Attachment A1 on pages 75 - 90)**

2. **Disclosure:** Recipients are responsible for checking that property owners have provided purchasers and lessees with available information or knowledge regarding the presence of lead-based paint and lead-based paint hazards prior to selling or leasing a residence.

3. **Notice of Lead Hazard Reduction Evaluation or Presumption:** Occupants, owners, and purchasers must be notified of the results of any lead hazard evaluation work or the presumption of lead-based paint or lead hazards.

4. **Notice of Lead Hazard Reduction Activity:** Occupants, owners, and purchasers must be notified of the results of any lead hazard reduction work.

The following lead-based paint documents have been provided as attachments:

A1 Lead-Based Paint Pamphlet "Protect Your Family from Lead in Your Home"..... 75-90
A2 Lead-Safe Housing Rule Applicability Form.....91
A3 Lead-Safe Housing Rule Checklist.....92
A4 Notice that Lead-Based Paint Hazards are Presumed Present 93
A5 Summary Notice of Completion of LBP Hazard Reduction Activity.....94
A6 Summary Notice of LBP Risk Assessment 95
A7 Receipt of "Protect Your Family from Lead in Your Home" Pamphlet.....96
A8 Receipt of Lead-Based Paint Evaluation Results.....97
A9 Receipt of Lead-Based Paint Clearance Activities.....98

Summary of HOME LBP Requirements by Activity

	Rehabilitation (Subpart J)			**TBRA** (Subpart M)	**Homebuyer DPA** (Subpart K)
	$5,000 or less per unit	**$5,001 - $25,000** per unit	**More than $25,000** per unit	**No monetary Threshold**	**No monetary Threshold**
Approach	Do no harm	Identify & Control	Identify & Abate	Identify & stabilize deteriorated paint	Identify & stabilize deteriorated paint
Notification	Yes	Yes	Yes	Yes	Yes
Evaluation Required	Paint Testing	Paint Testing & Risk Assessment	Paint Testing & Risk Assessment	Visual Assessment	Visual Assessment
Safe Work Practices	Yes	Yes	Yes	Yes	Yes
Clearance Required	Yes	Yes	Yes	Yes	Yes
Ongoing Maintenance	Rental Only	Rental Only	Rental Only	Yes	Yes (if ongoing relationship)
EIBLL Requirements	No	No	No	Yes	No
Options	Presume LBP present, use safe work practices on all surfaces	Presume LPB paint and/or hazards present, Use standard treatments	Presume LPB paint and/or hazards present, Abate all applicable surfaces	Test deteriorated paint, Use safe work practices only on LBP surfaces	Test deteriorated paint, Use safe work practices only on LBP surfaces

1. Safe work practices and occupant protection are always required. Clearance is required after abatement, interim controls, paint stabilization, or standard treatments, except when the amount of deteriorated paint is below the de minimis levels specified in Subpart R.

2. Notifications to occupants are always required and must include results of evaluations (paint testing, inspection, and risk assessment) and clearance, where applicable.

3. Information on certification and training requirements can be found at the following web-sites.: www.Hud.gov/offices/lead and www.epa.gov/lead .

4. EIBBL means Environmental Intervention Blood Lead Level.

Four Approaches to Implementing Lead Hazard Evaluation and Reduction

Approach 1. DO NO HARM		
Lead Hazard Evaluation	**Lead Hazard Reduction**	**Options**
Paint testing performed on surfaces to be disturbed.	Repair surfaces disturbed during work. Safe work practices used when working on areas identified as lead-based paint Clearance performed	Presume lead-based paint is present and use safe work practices on all surfaces being disturbed.
Approach 2. IDENTIFY AND STABILIZE DETERIORATED PAINT		
Lead Hazard Evaluation	**Lead Hazard Reduction**	**Options**
Visual assessment performed to identify deteriorated paint.	Paint Stabilization of identified deteriorated paint Safe work practices used. Clearance performed	Perform paint testing on deteriorated paint. Safe work practice requirements only apply to lead-based paint.
Approach 3. IDENTIFY AND CONTROL LEAD HAZARDS		
Lead Hazard Evaluation	**Lead Hazard Reduction**	**Options**
Paint testing performed on surface to be disturbed. Risk assessment performed on entire dwelling	Interim controls performed on identified hazards. Safe work practices used. Clearance performed	Presume lead based paint and/or lead based paint hazards are present and perform standard treatments.
Approach 4. IDENTIFY AND ABATE LEAD HAZARDS		
Lead Hazard Evaluation	**Lead Hazard Reduction**	**Options**
Paint testing performed on surfaces to be disturbed. Risk assessment performed on entire dwelling	Abatement performed on identified hazards. Interim Controls performed on identified hazards on the exterior that are not disturbed by rehabilitation. Safe work practices used. Clearance performed	Presume lead-based paint and/or lead-based paint hazards are present and perform abatement on all applicable surfaces – deteriorated, impact, friction, chewable surfaces, and surfaces to be disturbed.

PROCUREMENT:

In all cases, procurement shall be performed when costs exceed $100,000. Even when not required, the Authority strongly encourages and recommends that all HOME recipients use procurement procedures to promote open competition and keep costs down. If the HOME recipient is the owner, and wishes to act as the general contractor, the recipient must complete the **Identity of Interest Certification Form**, provided as **Attachment B** on page 99. Recipients with an Identity of Interest relationship must still adhere to all applicable procurement requirements when awarding subcontracts. All recipients must have an Authority approved procurement policy they will follow prior to HOME awards being made. Procurement policies or bid selection procedures must comply with the regulations of section 3, MBE/WBE, and minority outreach requirements, and federal labor standards when applicable. Section 3 requires that economic opportunities generated by HUD funded projects for housing and community development programs are targeted toward low- and very low-income persons. See pages 16 - 19 for more information regarding Section 3 requirements.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Solicitations shall clearly set forth all requirements that the bidder shall fulfill in order for the bid to be evaluated by the recipient. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

A minimum of three bids is preferred. The bids shall be from general contractors who are licensed in the State of South Carolina. All bids shall be submitted with line item costs. The acceptable bid shall be no more than 10% higher or lower than the independent cost analysis or the public body estimate. Any exception to the above items shall be approved in writing by the Authority.

Procurement records and files for purchases shall include the following at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids are not obtained, and (c) basis for award cost or price. It is recommended that open competition through the use of two or more bidders be used. Procurement records should be retained for a minimum of 5 years.

Procurement by Sealed Bids (formal advertising)

In this process, bids are publicly solicited and a firm fixed-price contract is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is preferred for procuring construction.

In order for sealed bidding to be feasible, the following conditions should be present:

a) A complete, adequate, and realistic specification or purchase description is available;
b) Two or more responsible bidders are willing and able to compete effectively for the business; and
c) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

a) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
b) The invitation of bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
c) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
d) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder; and
e) Any or all bids may be rejected if there is a sound document reason.

Procurement by Competitive Proposals

Competitive proposals are normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

a) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

b) Proposals will be solicited from an adequate number of qualified sources;

c) Recipients have a method for conducting technical evaluations of the proposals received and for selecting awardees;

d) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

e) Recipients may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms or a potential source to perform the proposed effort.

Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals is procurement through solicitations of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

a) The item is available only from a single source;
b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
c) The Authority authorizes noncompetitive proposals; or
d) After solicitation of a number of sources, competition is determined inadequate.

Procurement by Small Purchase Procedures
Procurement by small purchase procures is an eligible method for securing services, supplies, or other property when costs do not exceed the simplified acquisition threshold fixed at 41 USC 403(11), which is currently set at $100,000. If this method is utilized, price or rate quotations must be obtained from an adequate number of qualified sources.

Conflict of Interest
Recipients must maintain a written code of standards of conduct within their procurement policies governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the recipient shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

i. The employee, officer or agent,
ii. Any member of his immediate family,
iii. His or her partner, or
iv. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

Recipients, officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Procurement Requirements and Economic Opportunity
Each recipient should take necessary affirmative steps to assure that minority firms and women's business enterprises are used whenever possible. Procurement regulations at 24 CFR Part 85.36(e) specify that MBE/WBE outreach activities apply to all contracting opportunities facilitated by HOME-funded activities, including contracts related to construction, rental assistance, and HOME program administration. There are no monetary thresholds that trigger MBE/WBE outreach requirements. They apply to all contracts awarded in conjunction with HOME assisted projects.

Outreach to Minority, Women and Small Business Enterprises
HOME regulations require the following **minimum** affirmative steps are taken to ensure MBE/WBE are afforded every opportunity to participate in HOME generated contracts.

- Placing minorities and women on solicitation lists;
- Assuring that MBE and WBE firms are solicited when ever they are potential sources;
- Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;
- Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
- Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontractors are to be let, to take all the same affirmative steps listed here.

The **South Carolina Minority Business Directory** (provided as a separate document) has been provided as a resource for information on small and minority businesses located in South

Carolina. A link to download additional copies of the directory can be found on the Authority's web site or can be accessed directly at http://www.govoepp.state.sc.us/osmba/directory.html

If a contractor can not demonstrate an ability to meet Section 3, MBE/WBE, and minority outreach requirements, it should not be selected to perform work in connection with any HOME funded projects. It is important to effectively communicate up front all applicable HOME requirements related to HUD generated economic opportunities by clearly stating in all contract solicitations:

- Criteria for determining the eligibility of minorities and women; entities owned by minorities and women or Section 3 businesses
- The Authority's preferences for contracting with Section 3 businesses;
- Selected contractor's hiring and contracting obligations, as they relate to Section 3 and minority outreach; and
- Selected contractor's reporting obligations, as they relate to Section 3 and minority outreach.

CONTRACT PROVISIONS:

Contracts and subcontracts awarded for HOME-assisted projects must contain all of the following provisions as applicable:

- **Compliance with Executive Order 11246**, as amended: (41 CFR Part 60) prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding $10,000.

- **Section 3 of the Housing and Urban Development Act of 1968:** (24 CFR Part 135) Requires that to the greatest extent feasible economic and employment opportunities generated from HUD funding shall be provided to low-income persons and business concerns. Section 3 is triggered by projects funded with HUD funds in access of $200,000 for construction and rehabilitation activities. See required **Section 3 Clause** on pages 18 - 19.

- **Minority and Women's Business Enterprise:** (24 CFR Part 85.36e) Under Executive Orders 11625, 12432 and 12138 HOME participants must prescribe procedures acceptable to HUD for a minority outreach program to ensure their inclusion to the maximum extent. Applicable to all contracts and subcontracts.

- **Davis-Bacon and Related Act** (40 USC 276(A)-7): Every contract for the construction (new construction or rehabilitation) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less that the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, to all laborers and mechanics employed in the development of any part of the housing along with the appropriate Wage Decision. The required **Federal Labor Standards Provisions** are provided on pages 159 - 162 as **Attachment M8**. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act.

- **Contract Work Hours and Safety Standards Act**, as amended (40 USC 327-333): Provides the mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week and addresses safe and healthy working conditions. Applies to every contract for the construction (new

construction or rehabilitation) of housing that includes 12 or more units assisted with HOME funds.

- **Copeland "Anti-Kickback" Act** (40 USC 276c) as supplemented in the Department of Labor regulations (29 CFR Part 3): Regulates what are allowable deductions from paychecks. Makes is a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which they are entitled and requires all contractors to submit weekly payrolls and statements of compliance. Applicable to all contracts and subcontracts for construction or rehabilitation.

- **Fair Labor Standards Act of 1938**, as amended (29 USC 201, et. seq.): Establishes basic minimum wage and requires the payment of overtime at the rate of at least time and one half and establishes child labor standards.

- **Clean Air Act** (42 USC 7401 et seq.) and the Federal **Water Pollution Control Act** (33 USC 1251 et seq.) as amended. Contracts and subcontracts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with applicable standards, orders or regulations.

- **Byrd Anti-Lobbying Amendment** (31 USC 1352) Contractors who apply or bid for awards in excess of $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization influencing or attempting to influence an officer employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier should disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- **Debarment and Suspension** (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689. Contractors and subcontractors with awards exceeding $100,000 shall provide the required certification regarding its exclusion status.

- **Access to Records** (OMB Circular A-110, .48d) All contracts and subcontracts exceeding $100,000 shall include a provision to the effect that the recipient, federal awarding agency, the Comptroller General of the United States, or any other duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the HOME program for the purpose of making audits, examination, excerpts and transcriptions.

BONDING REQUIRMENTS:

Payment and Performance Bonds or Direct Pay Irrevocable Letters of Credit are required for all contracts that exceed $100,000 when the recipient plans to draw HOME funds during the construction phase. The amount of the bonds or letters of credit must be equal to the contract amount. Recipients must make an election to draw funds during construction or and the completion of the project. Acceptable letters of credit must be payable directly to the SC State Housing Finance and Development Authority in the amount equal to the contract amount to ensure payment in full for all completed work in place. All letters of credit will be reviewed to limit the Authority's liability.

SECTION 3:

Section 3 regulations apply to the following HOME- assisted projects:

- Projects assisted with HUD funds for construction and rehabilitation activities in excess of $200,000.

- Contracts and subcontracts exceeding $100,000 that were awarded in connection with projects assisted with HUD funds for construction and rehabilitation activities in excess of $200,000.

If a new construction or rehabilitation project is assisted with any HUD program funds in excess of $200,000 but no single contractor or subcontractor is awarded more than $100,0000 in association with the project then only the organization that directly received the HOME assistance is subject to comply with the Section 3 Regulations concerning training, employment and contracting activities. If there are contracts and subcontracts awarded in conjunction with the Section 3 applicable project, then Section 3 regulations apply to the organization that directly received the HOME funds and all the contracts and subcontracts for work awarded in connection with the HOME project that are in excess of $100,000. These include **all** contracts and subcontracts awarded in excess of $100,000, even those not funded with HOME funds and those that are for non-construction related activities.

Purpose

The purpose of section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended is to ensure that "the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the **greatest extent feasible**, be directed toward low and very low income persons, particularly those who are recipients of government assistance for housing." To the greatest extent feasible, HOME participants and their contractors and subcontractors must provide opportunities for job training, employment, contracting and subcontracting to Section 3 residents and businesses.

Training and Employment Goals

HOME recipients and contractors that are required to be in compliance with Section 3 regulations must demonstrate preferences for providing training and employment opportunities to low-income persons to the greatest extent feasible. Priority consideration for hiring qualified low-income persons should be demonstrated as follows:

1. Low-income persons residing in the service area or neighborhood in which the project is located.
2. Participants in HUD Youthbuild programs
3. If the project is assisted with Mckinney Act funds, homeless persons in the area of the project.
4. Other Section 3 residents.

Section 3 hiring goals apply to new hires only. Payroll records should be retained to document an organizations determination of new hires. Employment goals apply to both construction and non-construction positions.

Contracting Goals

Efforts must also be directed toward the use of Section 3 businesses to the greatest extent feasible. Section 3 business priorities should be demonstrated in the following preference order:

1. Section 3 businesses that operate in the project area.
2. Entities that carry out HUD Youthbuild programs.
3. Other Section 3 business concerns.

Businesses must be able to demonstrate that they have the capability to perform within the terms and conditions of applicable contracts and persons hired should be qualified to perform the work required. Refer to 24 CFR Part 135 for all the requirements related to Section 3.

Numerical goals for meeting the greatest extent feasible

- For training and employment opportunities resulting from Section 3 covered housing assistance, a commitment to employ 10% of the aggregate number of new hires each year over the duration of the Section 3 project.
- For training and employment opportunities resulting from Section 3 covered community development assistance, a commitment to employ 30% of the aggregate number of new hires for a one year period.
- For contracts awarded in connection with Section 3 covered projects, a commitment to award at least 10% of the total dollar amount of contracts for building trades work **and** at least 30% of the total dollar amount of all other Section 3 covered contracts.
- At least 3% of the total dollar amount of all other Section 3 covered contracts, meaning contracts for any other work other than building trade work such as landscaping, architectural, environmental or legal services.

Section 3 Definitions

A Section 3 business is:

- 51% or more owned by a Section 3 resident(s)
- Employs Section 3 residents for at least 30% of its full-time, permanent staff; or employees that were Section 3 residents within three years of the date of first employment with the business concern.
- A business that can provide evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contracts.

A Section 3 Resident is a:

- Public housing resident or;
- Persons who live in the area where the HUD-assisted project is located and who have a household income that falls below HUD's income limits. A low income resident has an annual income that falls below 80% of the area median income limit for the county the HOME funds are expended in. A very low income resident has an annual income that falls below 50% of the area median income limit for the county the HOME funds are expended in.

Other Section Residents means low income and very low income residents of the metropolitan area or non-metropolitan county who do not reside in the project area.

New hires means full-time employees, for permanent, temporary, or seasonal employment opportunities.

HUD Youthbuild Program means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act which provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low and very low income families. Information about local Youthbuild programs can be located by conducting a zip code

search at:

http://www.hud.gov/offices/cpd/economicdevelopment/programs/youthbuild/index/cfm

Section 3 Compliance and Recordkeeping Requirements
Participants with projects that are subject to Section 3 requirements must have employment and procurement policies that are in compliance with Section 3 regulations and include the **Section 3 clause** (provided below) in all covered contracts and subcontracts. Participants are also required to keep on file documentation supporting their best efforts and success at hiring Section 3 residents. HOME participants are responsible for submitting **Attachment N1** ***Section 3 Summary Report Form*** (pages 168 - 170) and **Attachment N2** ***Contract and Subcontract Activity Forms*** (pages 171 - 173) to the Authority after the execution of all applicable contracts and subcontracts. At a minimum, participants with projects that are subject to Section 3 requirements must maintain and have available the following records:

- Documentation of the good faith efforts made to make low-income persons aware of the employment positions, and to encourage and facilitate their application.

- The number and dollar value of all contracts awarded to businesses and, in particular, Section 3 businesses during the fiscal year.

- A description of the best efforts made to award contracts and subcontracts to Section 3 businesses.

- The mechanisms by which they ensured that contractors and subcontractors complied with the Section 3 preferences for training, employment, and contract awarding.

- The **Section 3 Clause** included in all covered contracts and subcontracts.

- Written employment and procurement policies that are in compliance with section 3 regulations.

Section 3 Clause
In accordance with 24 CFR Part 135.38 all section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

D. apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
E. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause , upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
G. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
H. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

DEBARMENT:

HOME funded projects may not employ any contractors or subcontractors that have been debarred or suspended from participating in federally funded programs. A listing of debarred contractors can be found on the **Excluded Parties Listing System's (EPLS)** web-site at www.epls.arnet.gov/index. A Debarment Certification Form is provided as **Attachment D** on page 105. All contractors and subcontractors awarded contracts in excess of $100,000 must submit the "Debarment Certification Form" certifying that they are not included on the Excluded Parties Listing System and are eligible to participate in federally assisted projects.

SITE AND NEIGHBORHOOD STANDARDS:

HOME regulations (24 CFR Part 983.6b) require that all new construction rental projects meet the following site and neighborhood standards:

1. Site must be adequate in size to accommodate the number of units proposed and have adequate utilities and streets to service the site.

2. Site and neighborhood must be suitable from the standpoint of facilitating and furthering full compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Executive Order 11063 and Implementing HUD Regulations.

3. The site must not be located in an area of minority concentration and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

4. The site may be located in an area of minority concentration ONLY if:

    a) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or
    b) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

ENERGY STAR:

The Authority in partnership with HUD encourages the use of Energy Star qualified products and practices when conducting rehabilitation and new construction activities for HOME-assisted projects. New housing constructed with HOME funds must meet the standards of the 1992 Model Energy Code, or higher. Energy Star specifications go beyond the required HUD standards and result in lowering utility costs, improving comfort, increasing project value, reducing air pollution and improving the environment.

The use of Energy Star products and practices is encouraged, but is not required. Weatherization expenses are eligible HOME costs only if the property meets minimum property standards upon completion. Additional information about Energy Star standards, products and procurement resources can be found online at the Energy Star homepage at http://www.energystar.gov/

GENERAL CONDITIONS FOR CONSTRUCTION (Sample)

1. Scope of Services: The Owner employs the Contractor to make renovation improvements as specified in the work write-up or plan and specifications upon premises known as _____. The Contractor shall perform all of the services and furnish all the material and equipment necessary to construct and/or make the improvements set forth in the Designs/Plans and Specifications, which are attached and made a part by this reference.

2. Indemnification: Contractor agrees to indemnify, defend and hold the Owner harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property, or court costs or attorney's fees resulting from any and all negligent acts or omissions of Contractor or any Subcontractor to this Agreement or any of their respective Directors, Officers, Partners, Principals, Employees or Agents. Neither this Agreement nor any Subcontract will create any contractual relationship between any Subcontractor and Engineer, nor any liability of Engineer to any Subcontractor.

3. Time of Bid and Time for Completion: The bid must be received by the Owner no later than _____P.M. on _____, 19____. The bid will be delivered to _____. The bid shall bear the address of the structure to be constructed/improved. The Contractor will be notified by the Owner of the acceptance or rejection of the bid within 10 days from the date of receipt. If the Contractor is not so notified, the bid can be withdrawn. If accepted, the Contractor shall not commence any work until receipt of final approval of the bid and a written Notice To Proceed. The Contractor will then commence work within five (5) days after issuance of the Notice to Proceed. The Contractor shall satisfactorily complete all work under this contract within ____ days after the issuance of the Notice to Proceed by the Owner. If the work is not completed by the specified date and the contractor has not requested in writing and received in writing a contract extension, the Owner shall have the option to hire another Contractor to complete the work.

4. Equal Employment and Federal Labor Standards: The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor shall abide by Federal, State and local regulations pertaining to Equal Employment as set forth in Executive Order 11246 and by the rules and regulations and orders of the Secretary of Labor and the Secretary of Housing and Urban Development. In addition, the Contractor certifies that he will abide by the terms and conditions of Title VI of the Civil Rights Act of 11964, Title VIII of the Civil Rights Act of 1968, and all other applicable non-discrimination rules for legislation.

5. Insurance: The Contractor shall furnish evidence of comprehensive public liability insurance coverage protecting the Owner for not less that $100,000 per person/$1,000,000 per accident and property damage insurance coverage for not less than $100,000 for any one accident arising from work performed by the Contractor, any of his subcontractors, or any direct or indirect employee of either of them. Contractor shall also provide automobile liability in the amount of $100,000 per occurrence

6. . Evidence of insurance or other coverage required by local laws governing Workmen's Compensation will also be proved by the Contractor.

7. Payment and Performance Bond: The development of units exceeding $100,000 must be bonded if HOME funds are used during the construction phase.

8. Assignment of Contract: The Contractor shall not assign the Contract without written consent of the Owner.

9. Permits, Fees, Engineering Studies and Registered Surveys: The contractor shall obtain and pay for all necessary permits, inspection charges (not conducted by the Owner) and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies as required and specified.

10. Compliance with Code: The Contractor shall perform all work under the Contract in conformance with applicable codes, ordinances, regulations and requirements per Federal, State and local regulations.

11. Cooperation: The Owner shall cooperate with the Contractor to provide access to the dwelling units for the performance of the work.

12. Occupancy of Premises: Unless otherwise stated, it shall be assumed that the premises will be unoccupied during the course of the renovation.

13. Inspection by Contractors: The Contractor shall visit the dwelling units and familiarize himself with all existing conditions so that his bid will be complete in every detail. A pre-bid walk-through of the housing units will be conducted by the Owner.

14. Inspection: The Contractor shall permit authorized persons access to the unit to inspect and examine the work during all working hours. These persons include agents of the U.S. Government, its designee, and the Owner or his designees. If any work is covered up without approval or consent of the Owner, it must, if required, be exposed for inspection at the Contractor's expense. All defects caused by the Contractor, or his subcontractors, shall be corrected at the Contractor's expense.

15. Guarantee: The Contractor shall guarantee the work performed and materials and equipment for a period of one year from the date of final acceptance of all work required by the contract documents. Further, the Contractor shall furnish the Owner with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the requirements of the contract documents. All defects appearing within the one-year period, which are the fault of the Contractor or are the result of defective material, shall be corrected at his expense.

16. Bid and Proposal Contract: The contract consists of the general conditions, instruction to bidders, the specifications bid schedule, worker protection and safety work and any drawings and sketches, as applicable.

17. Quotations: All quotations for any project shall include costs of permits, licenses and fees applicable to work quoted. All quotations for material and/or equipment shall include all transportation and freight cost to the job.

18. Drawings/Test: If required for fabrication, installation or if required by General contractor, all subcontractors and suppliers will be required to furnish shop drawings, certificates, tests and/or samples for approval.

19. Debris/Trash: Each subcontractors performing work on any project will be required to remove completely form the job site his own construction debris, trash, etc. and to leave his work in a neat and workmanlike manner.

20. Default: In case of default by the Contractor, the Owner may procure articles or services from other sources and hold the Contractor responsible for any excess cost incurred.

21. Notice: Notices to the Contractor shall be considered delivered for the purpose of the contract, if mailed by regular mail or hand delivered to the Contractor at the address that was given on the Bid.

22. Changes: It is agreed that there shall be no changes to the contract and the work covered unless, for essential work which causes a change in cost and/or performance time, a mutually-agreed-to change has been put in writing and signed by the Owner and Contractor and with the concurrence of the locality administering the program.

23. Time for Performance: The Contractor shall, within five (5) days after issuance of the Notice To Proceed, begin performance. Work to be performed by the Contractor shall be completed within the period of time stated in the Contract. However the Contractor, on written notification to and approval of the Owner, will be excused from delay charges and a performance time extension granted if, at any time in the progress of the work, delays are caused by:

    a. Any act or neglect of the Owner
    b. Changes ordered in the work
    c. Strikes
    d. Lockouts
    e. Fire (if not caused by the Contractor)
    f. Delay in transportation
    g. Unavoidable casualties
    h. Or any other causes beyond the Contractor's control.
    i. Liquidated damages can be added in the contract as long as the daily charges can be justified.

23. Disputes: The Owner shall, within a reasonable time, make decisions on all claims of the Contractor submitted to the Owner in writing. In the event of a dispute that cannot be resolved between the Owner and the Contractor, the dispute shall be presented to an independent arbitrator. The decision of the independent arbitrator shall be final.

24. Workmanship: The work provided by the Contractor shall be executed pursuant to the plans, specifications, and other contract documents in a sound, workman-like, and substantial manner. Materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new, unless otherwise expressly set forth in the specifications.

25. Supervision: The Contractor shall provide a competent supervisor who is capable of understanding the plans and specifications. All supervisors shall have successfully completed the Worker Protection and Safety course. The Contractor shall keep a complete set of approved plans and specifications on the job site.

26. Termination: This contract may be terminated if:

a. At any time the Contractor fails to furnish materials or execute work in accordance with the provisions of the contact documents, fails to proceed with or complete the work within the time limit specified in the contract documents or otherwise violates any provision of the Agreement, the Owner shall have the right to terminate the Agreement upon ten (10) days written notice to the Contractor. In this event, the Owner will proceed to have the work completed and apply the cost to any money due under the Contract. The Contractor shall be responsible for any damages or added cost resulting by reason of this default.

b. At any time the Owner fails to cooperate with the Contractor by denying access to the property, refusing to furnish necessary services, or otherwise prohibiting completion of work as specified in the Agreement, the Owner shall have ten (10) days from notice to cure such deficiencies. Notice to Owner shall contain the reason for the Contractor's intention to terminate. Unless the deficiency ceases or a satisfactory arrangement has been made for its correction, the Contractor shall have the right to terminate the Agreement at the end of the ten (10) day notice period. After termination, the Contractor will be reimbursed for services rendered to the termination date upon submission to the Owner of detailed supporting documentation. The Contractor will not be entitled to profit or other compensation on services not performed.

27. Payments: The amount of ten (10) percent will be retained until the Contractor submits a request for final payment. Final payment for this Contract shall be made only after final inspection, final clearance, acceptance of all work specified and the Contractor furnishing the Owner satisfactory releases of liens or claims against the property by his subcontractors, laborers, and material suppliers. The amount of ten (10) percent of the final payment may be retained in escrow for a period of up to thirty (30) days to cover contract compliance or until completion of all work.

28. Non-Collusive Affidavit: Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form provided by the Owner to the effect that he has not colluded with any other person, form or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

29. Equal Employment Opportunity: A certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on the bid form and is deemed executed by submission of the bid.

30. Limitations of Indemnification: In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under Paragraph Two (2) of these General Conditions shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workman's Compensation, Disability Benefit or other Employee Benefits Acts.

31. Captions: The Captions in these General Conditions are for the purposes of convenience only and form no part of the General Conditions. In no event shall they be deemed to limit or modify the text of the General Conditions.

32. Severability: The invalidity or unenforceability of any portion(s) or provisions(s) of this agreement shall in no way affect the validity or enforceability of any other portions(s) or

provision(s) thereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion(s) or provision(s) held to be invalid and/or unenforceable.

BUILDING CODES:

All work must be in compliance with the International Code Series. Electrical codes must comply with the current NED or the version accepted by the locality in which the work is being performed.

WORK WRITE-UPS AND COST ESTIMATES:

An initial inspection of the property should be conducted to determine the cost and type of work necessary to bring the property into compliance with the established property rehabilitation standard. This is termed a work write-up and cost estimate. The work write-up should be designed so that it can form the basis for bid specifications if a loan or grant is made.

The work write-up should specify all the work that must be done to bring the building into compliance with health and safety standards and other applicable codes. The technical specification used in the HOME Program should be included, or incorporated by reference in the work write-up.

Work write-ups are usually done on a room-by-room basis and are sufficiently detailed as to quantity and quality of the work to be performed. The recipient should certify, by signature to the work write-up, that the specified repairs are adequate to bring the unit up to health and safety and other applicable codes.

A document often used by recipients to ensure consistency in the quality of work and materials is the Authority's Construction Manual. This manual accompanies the work write-up and outlines in more detail the full scope of the work, the quality and type of materials required and the manner in which work is to be performed. All contractors in the program should receive a copy of the Manual for reference.

Once the work write-up has been prepared, the cost of the work has to be estimated. The cost estimate should be professionally derived and based on the scope of the work and the technical specifications contained in the work write-up. The cost estimate is necessary to determine that the work can be done within the grant or loan limits.

Cost estimates should be figured on a line item basis. "Lump sum" estimates are prohibited as they are not very accurate and may lead to cost overruns and a great deal of confusion. In addition, the bid accepted by the recipient should not exceed the cost estimate by more than ten (10) percent. If the low bid is more than ten (10) percent below the cost estimate, the contractor shall have the option to withdraw the bid or to accept a contract for the amount of his bid.

CHARACTERISTICS OF ACCURATE AND EFFECTIVE WORK WRITE-UPS and SPECIFICATIONS:

Quantity

Always include quantity measures (sq. ft., numbers, etc.) as opposed to phrases such as "as needed".

Example:

Incorrect: Install new bath tiles as needed.
Correct: Install 25 sq. ft. of 2 inch x 2-inch new bath tiles.

Dimensions

Specification of size is essential; if the doors are to be 7-6 by 3-6 feet say so.

Example:

Incorrect: Re-plaster walls in living room as needed.
Correct: Re-plaster 3 feet x 5 feet section in center of north wall of living room as indicated on sketch.

Location

Be specific

Example:

Incorrect: Scrape and repaint porch (which one - front or back, all of it or just some of it?)
Correct: Scrape and repaint floor and columns of front porch.

Quality

If the new wall to wall carpet is supposed to be first quality, acrylic pile carpet of 15 denier or coarser, and not wool or lesser density, say so.

Method

There are usually many ways to fix something and how it is done makes a difference in cost, time, and aesthetics.

Example:

Incorrect: Repair damaged plaster in rear bedroom.
Correct: Re-plaster 1 x 1 floor damaged plaster on northeast corner of rear bedroom.

Use "repair" or "replace", but not together!

There are major differences in cost, quality and expectations.
When using repair, couple with the construction method.

Example:

Incorrect: Repair or replace tub.
Correct: Repair tub in front bath by (method).....
Correct: Replace tub in front bath with .....

Use "and" or "or" but never together!

Example:
Incorrect: Repair and/or replace defective windows.
Correct: Repair sashes on two north windows of front bedroom and replace two east windows with....

Find the active, imperative voice!

The active, imperative voice (command) is clearest, strongest and requires the least number of words.

Example:

Incorrect: The contractor shall install ceiling lighting which will be provided by the owner.

Correct: Install ceiling light fixture. Owner shall furnish the fixture.

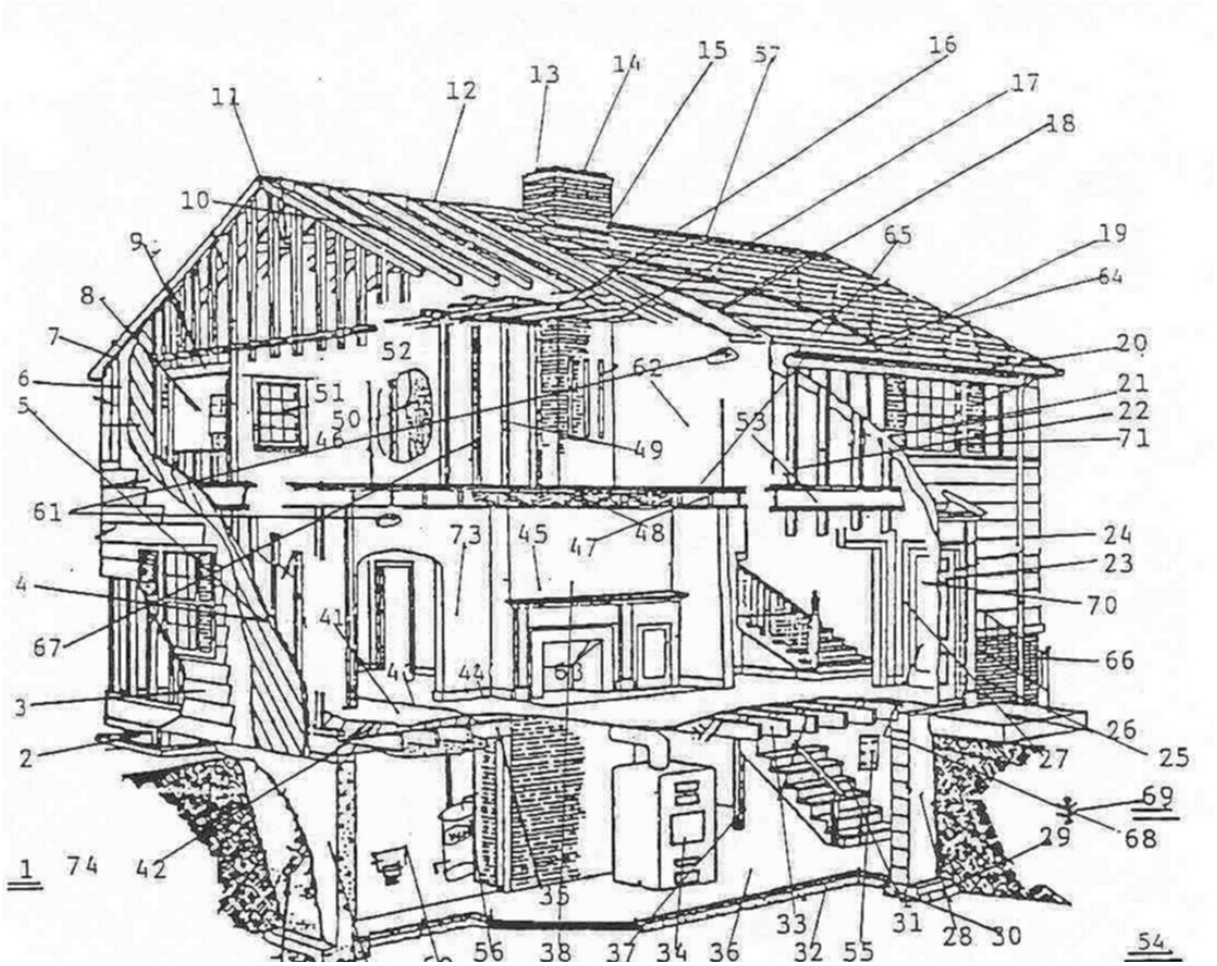
Avoid: etc., standard size, approximately, as necessary, all missing or damaged and/or any.

Use formats appropriate to the audience!

Trade by trade - this is most helpful to general contractors and their subcontractors who need to have a sense of the total amount of work they are bidding on; code inspectors prefer this method too.

Room by Room - this format is easy to prepare and easiest for the property owner to understand but does not provide information in a format most accessible to contractors; easy for HQS and rehab inspectors to use when inspecting for payments.

HOUSE DIAGRAM



1.	(Grade/Lot Clean-up)	26.	Concrete Stoop	51.	Double hung window
2.	Basement sash areaway	27.	Interior doors and trim	52.	Insulation
3.	Siding	28.	Concrete block basement wall	53.	Header joist
4.	Building paper (64)	29.	Drain title	54.	Demolition (Rental equipment)
5.	Sheathing (diagonal)	30.	Wall footing	55.	Elect. panel box (150 to 200) Ground fault-Kitchen & bath area
6.	Board and batten siding	31.	Basement stair treads and risers	56.	Water heater
7.	Fascia	32.	Gravel base	57.	Ridge vent or turbine (Elec./Wind)
8.	Rough window opening	33.	First floor joists	58.	Light fixtures & wall receptacle
9.	Window header	34.	Heating unit (Central) (Name of Mfg.)	59.	Cabinets (base or wall)
10.	Rafters	35.	Beam	60.	Plumbing fixtures (specify) Kitchen, Bathroom, Washer, Sink, Water closet
11.	Collar beams	36.	Concrete floor	61.	Smoke Alarms
12.	Ridge board	37.	Basement column	62.	Painting
13.	Chimney cap	38.	Plaster	63.	Fireplace
14.	Chimney flute	39.	Concrete basement wall	64.	151 B Felt
15.	Flashing	40.	Waterproofing	65.	5/8” Underlayment plywood
16.	Ceiling joists	41.	Building paper	66.	Hard Railing (Treated Lumber)
17.	Furring strips	42.	Sub-floor (diagonal)	67.	Rough Carpentry
18.	Roof sheathing	43.	Finish floor (hardwood/vinyl)	68.	Concrete Blocks
19.	Roof shingles	44.	Baseboard	69.	Treat Home for termites
20.	Gutter	45.	Plaster or drywall	70.	Doors
21.	Shutters	46.	Insulation	71.	Storm windows
22.	Wall studs	47.	Second floor joists	72.	Shelves, Rods casing, window stop, baseboard and shoe molding
23.	Entrance, frame and door	48.	Bridging	73.	Pre-finish paneling 4 X 8
24.	Downspout	49.	Partition studs	74.	Shower curtain rods
25.	Brick veneer	50.	Plaster base gypsum lath		

SINGLE- FAMILY REHABILITATION (SAMPLE WORK WRITE-UP):

NOTE: **The word "Code" in this example refers to the parts of a residence as outlined on the previous page.**

NOTE: **"Unit Prices" in this example may not be the same for your area. Each user should conduct a unit price analysis for its area.**

FOUNDATION AREA

1. Install 8 x 8 x 16 concrete blocks, piers and underpin where necessary.
2. Install foundation vents - shutter type.

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
28	150	1.50	225.00	166.20		391.20	
	4	6.00	24.00	12.00		36.00	
Tax			12.45			12.45	
Total			**261.45**	**178.20**		**439.65**	

ROOFING

1. Install 2 x 6 rafters and ceiling joists.
2. Remove tin strip where necessary and install OSB board.
3. Install 15lb. felt.
4. Install 235 shingles 3-tab type.
5. Install 1 x 6 fascia board.
6. Remove flue below finish floor and repair holes.
7. Install two (2) turbine roof vents.

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
10	55	5.10	280.50	74.50		355.00	
18	67	5.33	357.11	202.89		560.00	
64	6	9.00	54.00	0		54.00	
19	13	25.50	331.50	303.00		634.50	
7	165	.53	87.45	64.55		152.00	
63	0	0	0	50.00		50.00	
57	2	35.00	70.00	30.00		100.00	
Tax			59.03			59.03	
Total			**1,239.59**			**1,964.53**	

EXTERIOR AREA

1. Install 2 x 8 floor joist and sills-kitchen area
2. Install OSB board sub-flooring-kitchen area
3. Install 5/8" underlayment plywood-kitchen area
4. Install 2 x 4 studs, plates, etc.-kitchen
5. Install 2 x 6 ceiling joist
6. Install siding to match present siding as near as possible
7. Install railing on front porch and down steps using treated lumber
8. Enclose door on back of dwelling
9. Install concrete block steps to side door
10. Treat house for termites
11. Paint exterior

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
33	39	4.87	189.93	75.00		264.93	
sq. 42	6	5.33	31.98	32.02		64.00	
65	6	9.75	58.50	29.50		88.00	
22	52	4.25	221.00	95.00		316.00	
16	55	5.10	280.50	74.50		355.00	
3	428 sf/thou	975.00	438.98	290.70		729.68	
66	20	5.50	110.00	60.00		170.00	
67			25.00	30.00		55.00	
68	50	1.50	75.00	50.00		125.00	
69	Subcontract			400.00		400.00	
62	11	23.00	253.00	542.00		795.00	
Tax			84.20			84.20	
Total			**1,768.09**			**3,446.81**	

DOORS AND WINDOWS

1. Remove front door, jamb, etc., and open area and install 3-0 x 6-8 steel clad door on front
2. Remove window on side of swelling and install 2-8 x 6-8 steel clad door
3. Install storm window

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
70	1	165.00	165.000	153.00		318.00	
70	1	155.00	155.00	175.00		330.00	
71	5	30.00	150.00	50.00		200.00	
Tax			23.50			23.50	
Total			**493.50**	**378.00**		**871.50**	

SMOKE DETECTOR AND INSULATION

1. Install 6" insulation in attic
2. Install smoke detector (hard wire with battery back up) -- one (1)

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
46	16 rolls	16.20	259.20	85.00		344.20	
61	1	24.50	24.50	10.00		34.50	
Tax			14.19			14.19	
Total			**297.89**			**392.89**	

APPLIANCES (HOT WATER HEATER INCLUDED)

1. Relocate hot water heater
2. Rough in for washer and dryer

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
52	1	40.00	40.00	100.00		140.00	
60		78.00	78.00	100.00		178.00	
Tax			5.90			5.90	
Total			**123.90**	**200.00**		**323.90**	

HEATING AND A/C AND METER BOX

1. Install 200 AMP circuit breaker box
2. Install electrical as per sketch (new cut in 220 lines, receptacles, switches, etc.)
3. Light fixture allowance lt. bulbs included $45.00
4. Install wall furnace

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
55			225.00	200.00		425.00	
58	20	24.75	495.00	155.00		650.00	
58	7	6.42	44.94			44.94	
34	1	553.31	553.31	159.00		712.31	
Tax			68.66			68.66	
Total			**1,386.91**	**514.00**		**1,900.91**	

BEDROOMS (2), LIVING ROOM AND HALL

1. Repair walls, ceilings paint trim and ceilings
2. Install closet: (3)
   A. 2 x 4
   B. Rod and shelves
   C. Install sheetrock, finish and paint
   D. Repair window stop where necessary
   E. Repair window casing where necessary
   F. Install and repair baseboard where necessary
   G. Paint walls in living room
   H. Install pre-finished paneling in bedrooms and hall $12.00 per sheet allowance per 4' x 8' sheet (paint living room)

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
62			560.00	400.00		960.00	
49	3	45.00	135.00	135.00		270.00	
72	3	11.50	34.50	24.00		58.50	
72	3	20.00	60.00	75.00		135.00	
72		121.00	121.00	81.00		202.00	
72	48'	.31	14.88	21.00		35.88	
72	122'	.75	91.50	72.00		163.50	
62	2	18.00	36.00	100.00		136.00	
73	41	12.00	492.00	162.00		654.00	
Tax			77.25			77.25	
Total			**1,622.13**	**1,070.00**		**2,692.13**	

KITCHEN

1. Install sheetrock in ceiling, tape and spackle
2. Install pre-finished paneling $12.00 allowance per 4 x 8 sheet
3. Install 3¼ baseboard
4. Install 3-0 x 3-2 window over kitchen sink with screen
5. Install window casing
6. Install window stool
7. Install window stop with lock
8. Install stainless steel sink

9. Install birch cabinets as per sketch (with pine shelves)
10. Install formica on top of base cabinets
11. Paint trim and stain cabinets
12. Install shoe mould
13. Install vinyl $7.00 per sq. yd.

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
45	4	14.00	56.00	110.00		166.00	
73	10	12.00	120.00	130.00		250.00	
72	40	.63	25.20	7.76		32.96	
51	10	.68	6.80	15.00		21.80	
72	20'	.75	15.00	9.00		24.00	
72	4'	.85	3.40	1.00		4.40	
72	11	.29	3.19	1.00		4.19	
60	1	112.00	112.00	125.00		237.00	
59			250.00	320.00		570.00	
59			45.00	81.00		126.00	
62	2	20.00	40.00	162.00		202.00	
72	40	.29	11.60	9.00		20.60	
43	20	7.00	140.00	100.00		240.00	
Tax			41.40			41.40	
Total			**869.59**	**1,070.76**		**1,940.35**	

BATH AREA

1. Install soap dish, toilet paper holder and tooth brush holder
2. Install 1/4" lauan plywood over present floor
3. Install vinyl $7.00 per sq. yard
4. Install sheetrock on wall, tape, sand and paint semi-gloss
5. Install fiberglass tub with p.v.c. surround
6. Install commode
7. Install 2' vanity with lavatory
8. Install fan/heat combination
9. Install medicine cabinet with light over top portion of cabinet
10. Install 3¼ baseboards
11. Install shower rod
12. Install shoe mould

Code	Quantity	Unit Price	Material	Labor	UE/EL	Total	PBE
60	1	25.00	25.00	10.00		35.00	
65	2	9.00	18.00	18.00		36.00	
43	7 yards	7.00	49.00	56.00		105.00	
50			130.00	120.00		250.00	
60	1	320.00	320.00	125.00		445.00	
60	1	95.00	95.00	125.00		220.00	
60	1	250.00	250.00	125.00		375.00	
58	1	85.00	85.00	25.00		110.00	
72	24"	.63	15.12	10.00		25.12	
74	1	8.00	8.00	3.00		11.00	
72	24	.29	6.96	5.00		11.96	
Tax			52.86			52.86	
Total			**1,054.94**	**622.00**		**1,676.94**	

MULIT-FAMILY REHABILITATION (SAMPLE WORK WRITE-UP):

Description of Repairs	Quantity	Unit Price	Material	Labor	TOTAL
1. HVAC	18	1,865.55			33,579.90
2. Electrical	18	1,117.50			20,115.00
Bath Fans	18	40.00			720.00
Attic Light	18	25.00			450.00
Range Hood	18	75.00	900.00		2,250.00
3. Plumbing					
Reseal Commodes	18	52.00	36.00	900.00	1,872.00
Disconnect Washers	18	50.00		900.00	1,800.00
Kitchen Sink and Faucet	18	394.00			7,092.00
30 Gallon Water Heater	18	337.55			6,075.90
4. Roofing					
Shingles	210 SQ	65.00			13,650.00
Flashing & Ridge Vent					
5. Sheet Rock		996.88	1,744.00	900.00	3,640.88
6. Paint					
Interior - 2 Coats & Ceiling	18	850.00			15,300.00
7. Cabinets					
Kitchen	18	825.00	10,350.00	4,500.00	29,700.00
8. Insulation 6" Blown					
9. Storm Doors	36	116.00			4,176.00
10. Wrap New 12" Overhang					
Wrap Existing Rake					
11. Wrap Existing Louvers					
Wrap Windows and Doors					
Siding at Front Entrance					
Siding At Gables					
12 Vinyl Shutters	35	63.00			2,205.00
13. Replacement Windows	114	258.40			29,457.60
14. Flooring					
Kitchen 8x9	18	165.00	2,970.00		5,940.00
Bath 5x6	18	85.00	1,530.00		3,060.00
15. Appliances					
Refrigerators		600.00			600.00
Range 24" Electric		500.00	9,000.00	250.00	9,750.00
TOTAL		**8,480.88**	**26,530.00**	**7,450.00**	**191,434.28**

EXTERIOR CARPENTRY					
Description of Repairs	**Quantity**	**Unit Price**	**Material**	**Labor**	**TOTAL**
1. Roof Extension 10'					
Cover Entrance					
Duplex 4 Required			1,760.00		1,760.00
2. Roof Extension					
Window and Porch					
5 Plex 4 Required			1,920.00		1,920.00
Window Twin 3/0 x 5/2-4					
Jamb 120 x 4			480.00		480.00
Window	8	225.00	1,800.00		3,600.00
Louvers			350.00		350.00
3. Extension Eve Overhang					
12" 1084CF					
2 Front Stoops			2,200.00		2,200.00
4. Remove and Re-hang					
Existing Gutters					
5. Rear Stoop (4 x 4)					

EXTERIOR CARPENTRY					
Description of Repairs	**Quantity**	**Unit Price**	**Material**	**Labor**	**TOTAL**
5. Rear Stoop (4 x 4)					
Framing					
Vinyl					
Awning Type	18	230.00	4,140.00		8,820.00
6. Close in Bath Windows					
Framing					
Vinyl	18	75.00	270.00	630.00	2,250.00
7. Front and Rear Steps					
Front	12	650.00	7,800.00		15,600.00
Rear	18	650.00	11,700.00		23,400.00
Total		**1,830.00**	**32,420.00**	**630.00**	**60,380.00**

INTERIOR CARPENTRY					
Description of Repairs	**Quantity**	**Unit Price**	**Material**	**Labor**	**TOTAL**
1. Fire Wall At Attic					
Framing	12	340.00	1,080.00	3,000.00	8,160.00
2. Attic Access	18	65.00	270.00	900.00	12,870.00
3. New Exterior Doors					
Front	18	165.00	2,970.00	1,350.00	7,290.00
Back	18	165.00	2,970.00	1,350.00	7,290.00
4. Trim At Windows 5 Plex			120.00	300.00	420.00
5. Threshold and Weather-strip			1,260.00	1,260.00	2,520.00
6. Bath Wall Board	18	75.00	900.00	450.00	2,700.00
7. Bath ACC Kit	18	75.00	900.00	450.00	2,700.00
8. Medicine Cabinet	18	61.00	648.00	450.00	2,196.00

General Maintenance					
Description of Repairs	**Quantity**	**Unit Price**	**Material**	**Labor**	**TOTAL**
General Clean-Up				3,000.00	3,000.00
Trash Dumpsters					
Total General Maintenance		**0.00**	**0.00**	**3,000.00**	**3,000.00**
Total Cost Of All Repairs		**11,256.88**	**70,068.00**	**20,590.00**	**300,920.28**

PERFORMANCE AND MATERIAL SPECIFICATIONS:

Performance & Material Specifications Disclaimer: The performance and material specifications found in this manual are not all inclusive. The owner is responsible for ensuring that all federal, state, and local requirements are met.

Division I

A. Grading:
The Contractor shall fill any areas that collect water and divert water away from building. All fill dirt shall be covered with a 2" minimum of topsoil and raked smooth.

B. Foundation Vents:
Where they are lower than the finish grade, the contractor shall erect a waterproof vent well at least 4" deeper and 4" wider than the vent opening and shall be at least 8" from the foundation wall. It shall extend at least 4" above the finish grade. All measurements shall be I.D. of the well.

C. Deficiencies:
Any improper grading or paving adjacent to the building shall be corrected to assure surface drainage away from foundation walls.

Division II

A. Site Work:
Remove all garbage, litter, junk, waste, debris, dead trees, plants and vegetation, etc. from site and deposit at legal dump areas. Fill all existing open wells, shafts, etc. with approved material. All liquid residues in the septic tank and distribution box shall be removed and disposed of by the contractor according to the applicable laws and regulations. The septic tank shall be filled with sand screenings, gravel, dust, river sand, or asphalt screenings within 6" of the grade. The remaining 6" shall be filled with topsoil. The contractor shall assure that all sewer or drainage lines are disconnected from the tank before the tank is filled. No materials to be removed shall be buried on premises. Perimeter grade at building line shall divert water away from building.

B. Protection From Rodents, Termites or Other Infestation:
Each building and all exterior appurtenances on the site shall be effectively protected against rodents, termites or other vermin infestation. Treatment for termites shall be conducted by state licensed and bonded Pest Control Operators only.

C. Inspection for Decay and Deterioration:
An inspection shall be made of both interior and exterior construction for evidence of rot, rust, termite damage or decay or other hazards. Where structural damage to such materials is found to exist, repair/replacement, shall be performed.

Division III

Concrete:

1. Concrete shall be regular weight and work shall conform to requirements of ACI Standard 318. Mixture shall be proportioned and mixed to develop a minimum of 3000 psi after 28 days. The maximum allowable slump shall be 5 inches. Concrete where exposed, other than slabs, shall be finished to smooth, even texture. All concrete shall be reinforced to conform to requirements of Concrete Reinforcing Steel Institute. Aggregate shall be size 3/4" and down.
2. Ready mixed concrete shall conform to ASTM C 94.
3. Reinforcing Steel Bars shall comply with ASTM Specifications A615 and be grade 40.
4. Interior Floor Slabs on grade shall be reinforced with one layer of 10 GA. W1.4 x W1.4 welded wire mesh. Concrete shall be placed over 6 mil poly vapor barrier. Crushed stone shall be placed under slabs. Trowel finish interior slabs. Seal slabs where exposed and/or as indicated.
5. Exterior Slabs shall be 4" minimum thickness. Broom finish drives and walks. Finish grade to 1" below slab finish.
6. Provide Openings in forms to accommodate work of other trades. Accurately place and securely support items built into forms.
7. Provide construction, isolation and control joints as required. Exposed slabs shall have central joints maximum 10'-0" o.c.
8. Perimeter Expansions Material shall be one-half inch performed, asphalt fiberboard conforming to ASTM D1751. Use at perimeter of all slabs adjoining or abutting other materials other than soil.

Division IV

A. Masonry standards shall comply with recommendations of National Concrete Masonry Association.

1. Block exposed to soil shall be grade N-1 and conform to ASTM C90. Joints shall be concave.
2. Mortar and materials shall conform to ASTM C 270. Mortar in contact with earth shall be type M. Mortar for exterior exposed walls and bearing partitions shall be type S. Interior, type N.
3. Wall Joint Reinforcing shall be at all walls and maximum 16" o.c. vertically. Width 1-1/2" to 2" less than wall thickness.
4. Lay masonry units in a running bond pattern.
5. Cut exposed masonry units, where necessary, with a power saw. Avoid the use of less than half-size units, by proper layout.
6. Bond intersecting walls and new existing walls with anchors spaced 16" o.c.
7. Hold uniform Joint Sizes at 3/8".
8. Cut joints flush and tool slightly concave, unless otherwise indicated.

B. Masonry: General Requirements

1. Mortar shall consist of a mixture manufactured especially for the use and combined with proper proportions of sand and water as per manufacturer's specifications.
2. No masonry work shall be done when the temperature of the surrounding air is below forty (40) degrees Fahrenheit and falling.
3. All joints shall be completely filled with mortar.

4. All brick, stone, or block used shall match adjacent work and the owner or his agents shall approve samples before starting the work, unless the work is to be painted or covered.
5. Soft type brick shall not be allowed.
6. Tuck pointing shall be done only after the joints have been raked out to a minimum depth of 1/2" and wetted.
7. All damaged, loose, or soft brick in area to be rebuilt must be removed until sound brick is encountered.
8. New brick patches shall be toothed into and matched in size joints and bond to the existing work.
9. Face brickwork shall be tied to the back-up work with headers let into existing back-up wall as required.
10. Mortar shall be made to match existing color as closely as possible after it is cured.

C. Chimney:

Chimney Construction - General Requirements

1. A chimney shall not carry any load other than its own dead weight.
2. Chimney footings shall be a minimum of twelve (12) inches past brickwork with a minimum depth of twelve (12) inches below finished grade on hard clay. Footing is to be a minimum of 12" in thickness. Hearth is to be supported from ground by block or solid masonry.
3. Chimneys shall extend at least three (3) feet above the highest point where they pass through the roof of the building and at least two (2) feet higher than any ridge within ten (10) feet of such chimney.
4. Chimney crickets of metal or other roofing materials shall be installed on solid roof decking consistent with the construction of the roof. There shall be a 2" minimum clearance between brickwork and wood framing. Install metal flashing around chimney where roof meets chimney. Rake out the mortar joint to a depth of 2". Install 1" wide lead plugs 8" apart, to secure flashing and bend down flashing below the base flashing on the chimney front as one continuous piece. On the sides and rear, the sections of flashing are cut to conform to the locations of brick joints and pitch of the roof. Lap flashing 3" minimum, lap in direction of water flow down roof. (See detailed plans). Chimneys are to be fire stopped at the floor and ceiling with fireproof material.

D. Masonry Flue:

1. Provide a masonry flue 16" x 16" with 8" x 8" flue lining and thimble to receive furnace flue pipe. Footing is to be 8" concrete, 12" minimum below finish grade and to extend 6" past brick or block work. Concrete flue brick or brick may be used.

2. Flue to be enclosed with 2 x 4 framing and finished with 1/2" sheetrock around outside. Flue is to be flashed and counter flashed with metal where flue penetrates through roof assembly. Fire stops are to be installed at the floor and ceiling assemblies.
3. All existing metal flues suspended from ceiling are to be removed. All brick, mortar, and metal flue hangers or plates are to be removed. Ceiling joists, rafters ceiling and roof sheathing are to be patched to match existing.

4. Chimney Repairs: All chimneys to be repaired must be torn down to solid mortar and brickwork. No deteriorated mortar or brick will be permitted. All unsafe or dangerous chimneys shall be made safe or taken down completely.

E. Factory-Built Chimneys:

Factory built chimneys shall be UL listed and shall be installed in accordance with the conditions of the listings and the manufacturer's instructions.

1. Nothing contained in these specifications shall be construed as prohibiting the use of insulated suspended factory-build chimneys provided such assemblies have been tested and approved by a recognized laboratory for the use intended and are installed in accordance with their approval.
2. Factory-build chimneys may be installed with zero clearance on wood structural members, such as framing, roof rafters, floor and ceiling joist and other component structural members, when it has been determined by test reports of recognized and approved testing laboratories that the unit does not transmit heat to the supporting combustible members of more than ninety (90) degrees F. above roof temperature.
3. Supports for such chimneys attached to ceiling or floor joists shall be permitted providing the joists are of adequate size to support additional loads.
4. All chimney installations shall conform to the height requirements of the building code
5. Flue Pipe: No flues shall be exposed on inside of house or outside except those approved by U.L. Those encased shall be framed with 1/2" sheetrock.

F. Chimney Plastering:

When the Work Write-up calls for plastering a chimney, the following shall apply:

1. All loose and cracked mortar shall be removed.
2. All holes and voids shall be filled.
3. A plaster coat of Sure Wall a minimum of 1/8" thick shall be applied.
4. If the chimney has deteriorated, apply a coat of plastic roof cement to the flashing.
5. Contractor shall be responsible to keep the roof clean and spotless.

Division V

Metals:

Miscellaneous Steel shall conform to ASTM A36 and AISC's "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings". Shop prime with Tnemec's Red Metal Primer in accordance with manufacturer's recommendations.

Wrought Iron:

1. Wrought Iron Hand Railing - When work write up calls for wrought iron railing, it shall have a 1-7/8" top railing, 1/2" x 1 x 1/2" x1/8" thick channel bottom rail, 1/2" x 1/2" solid balusters securely welded to top and bottom railing. Balusters spacing and span to be treated the same as for wood railings. All railing shall have 1 coat of rustoleum primer and 1 coat of

good quality enamel. Railing shall be securely welded to all corners and flats.

2. Single Wrought Iron Step Railing - Shall consist of a Dixie Cap top railing with a 1' x 1" newel post. Newel post to be anchored in concrete a minimum of 12" in ground. Top railing shall be welded to newel post and wrought iron corner post or wrought iron flat. Railing shall have 1 coat of rustoleum primer and 1 coat of good quality exterior enamel.
3. Wrought Iron Columns - When work write up calls for wrought iron corners, they shall be a minimum of 9" each side and made of a 1" x 1" material and cross braces at the top and bottom. The design shall be the "S" scrolls unless other specified. All corners and flats shall have 1 coat of rustoleum primer and 1 coat of good quality exterior enamel.

Division VI

A. Carpentry:

1. Standards:

a. Lumber Standard American Softwood Lumber Standard PS 20 (U.S. Dept. Comm.), S4S, 19% moisture at time of dressing, except as otherwise indicated.
b. Plywood Standard: Softwood plywood - Construction and Industrial PS 1 (U.S. Dept. Comm.), type and grade as indicated.
c. Interior Woodwork: Architectural Woodwork Institute.
d. Carpentry Installations: Except as otherwise indicated, comply with "Manual of Home Framing" by National Forest Products Association, including nailing, fire stopping, anchorage, framing and bracing.
e. Nailing/Fastening: shall be in strict accordance with Western Wood Products Association and Southern Forest Products Association's recommendations.
f. Hardware: Such as nails, spikes, lag screws, bolts, washers, steel plates and straps and other carpenters irons for erection of carpentry in place shall be of suitable types and sizes to draw members into place and hold same rigidly.
g. Roof Sheathing: Plywood, APA, 4' x 8' x 1/2" CDX or waferboard.
h. Wall Sheathing: Sheathing to be plywood, APA, 4' x 8' x 1/2" or waferboard and to be used as firm base for wood trim as required.
i. Wood Treatment: Preservation pressure-treated wood, AWPI LB-2, pressure treated with water borne preservatives. Treat to a minimum net retention of 40 pounds per cubic foot of Wolman CCA wood preservative chemicals. Kiln-dry to 15% moisture content after treatment. Treat sills, sleepers, blocking, furring, and stripping and similar items in direct contact with masonry, stonework and concrete. And, treat all other materials noted.
j. Finish Carpentry: Interior Trim and Finish Lumber: Paint finish, unless otherwise noted, "D" grade SYP Poplar, Fir or #2 Spruce. Painted material may be finger-jointed.
k. Door Jambs: SYP, "D" grade, painted.
l. Casings and Moldings: "D" grade, SYP Poplar, Fir or #2 Spruce, C or better, painted.
m. Shelving (painted): Concealed shelving (behind doors 3/4" x shelf width, #2 Spruce or Ponderosa pine plywood with hardwood edge or Novoply with hardwood edge.
n. Miscellaneous Hardware: Closet rods, supports and adjustable shelf standard shall be standard builder’s grade.

B. Framing:

Framing Lumber shall be air or kiln dried, No. 2 dimension, Douglas Fir construction grade, or Southern Yellow Pine No. 2 or construction grade Spruce (stud grade for all wall studs).

a. Floor Joist - Maximum spans for floor joists shall be in accordance with the Standard Building Code.
b. Notches on the ends of joists shall not exceed one-fourth (1/4) in depth. Holes bored for pipes or cables shall not be within two (2) inches of the top or bottom of the joist, and the diameter or any such hole shall not exceed one-third (1/3) of the depth of the joist. Notches for pipes in the top or bottom of joist shall not exceed one-sixth (1/6) the depth and shall not be located in the middle one-third (1/3) of the span.
c. Bearing partition stud walls shall not be constructed of materials less than 2" x 4" studs. The long dimension of the studs should be perpendicular to the walls, 16" on center.
d. On new construction, framing material in direct contact with slab or masonry or within 8" of the soil or otherwise subject to moisture shall be pressure treated with preservative for condition used and shall be grade stamped as such.
e. On new construction, girders within 12" of the soil and joists within 18" of the soil shall be pressure treated timber. (If these members are to be replaced during rehabilitation of the structure, apply regulation.)
f. Leveling of floors, as specified in the work write-up, shall be accomplished to the extent feasible and practicable. The contractor shall repair all damage to the structure that may occur as a result of leveling.

C. Sub-flooring - May be plywood or common boards No. 2:

a. All floor joists shall be covered with sub-flooring as follows: Twenty-four inches (24") O.C. with 3/4" sub-floor and sixteen inches (16") O.C. with 5/8" sub-floor. Sub-flooring may be omitted when joist spacing does not exceed sixteen (16") O.C. and nominal one-inch (1") tongue and grooved wood flooring is applied perpendicular to the joists.
b. When resilient flooring is applied directly to plywood sub-floor, it shall be applied in accordance with the Standard Building Code.
c. Nail plywood sub-floor to joists at each bearing with 8 D common or 6 D threaded nails spaced 6" O.C. along intermediate members.
d. Install plywood with outer plies at right angles to the joists and staggered so that the end joints in adjacent panels bear on different joists.
e. Common boards used on sub-flooring shall not be over 6" wide or less than 3/4" thick when laid on joists spaced 16" O.C.
f. Fifteen pound (15#) felt shall be installed between the sub-floor and underlayment or finish flooring. Use 8 CC common nails.

D. Exterior Wall Framing:

a. Stud size and spacing - Studs shall be standard 2” x 4” lumber with the wide face perpendicular to wall. All studs shall be spaced not more than sixteen inches (16") O.C.
b. Bracing of exterior stud walls - Not less than three (3) studs with blocking for drywall shall be installed at every corner of exterior wall.

Stud walls shall be braced by one of the following methods:

(1). Nominal one inch (1") by four inches (4") continuous diagonal wood strips or metal "T" brace set into the face of the studs and top and bottom plates at each corner of building covering a minimum of 3 studs.

(2). Wood boards of five-eights (5/8") (net) minimum thickness should be applied diagonally.

(3). Plywood or waferboard sheathing panels not less than forty-eight inches (48") wide and ninety-six inches (96") long applied either vertically or horizontally, and fastened with 6 D common nails, annular or spiral thread, 6" O.C. edges and 10" O.C. intermediate.

(4). Sheathing, where required for exterior walls, shall be applied solidly over the wall surface and shall be composed of one or more of the following materials:

(5). Wood boards and sheathing panel's five-eights inch (5/8") minimum thickness.

(6). Plywood not less than half inch (1/2") thick for sixteen inches (16") or not less than five-eighties inch (5/8") for twenty-four inch (24") stud spacing. Plywood of exterior type shall be used, laid horizontally and off set with previous course. Exterior stucco finish, brick veneer, and exterior wall coverings which permit passage of water shall have 15# asphalt building felt or Tyvex building wrap.

(7). Fiberboard sheathing shall not be less than seven-sixteenths inches (7/16") thick.

(8). Studs shall be capped with double top plates installed to provide overlapping at corners and at intersections with bearing partitions. End joints in double top plates shall be offset at least twenty-four inches (24").

E. <u>Openings in Exterior Walls and Interior Walls:</u>

1. Double studs shall be provided on each side of openings exceeding three feet (3') in width, and triple studs shall be provided on each side of openings exceeding six feet (6').
2. Headers shall be provided over each opening in exterior and interior walls. Headers shall be a minimum of two 2" x 6" set on edge when span does not exceed three (3) feet, two 2" x 6" set on edge when span does not exceed three (3) feet, two (2) 2" x 10" set on edge when span does not exceed six (6) feet. Each end of header shall be supported on a stud or framing anchor.

F. <u>Underlayment:</u>

1. Underlayment shall be 3/8 inch structural grade interior plywood or 1/4 inch Weyerhaeuser "Structure Wood" underlayment or equal. One quarter (1/4) inch plywood may be used when applying over old floor or tile for leveling and for smooth surface. Exterior rated underlayment grade T&S plywood shall be used in kitchens, baths, and laundry areas.
2. Nail underlayment with cement coated, resin coated, or ring grooved nails placed on 4" center on all edges and over the face of each piece.
3. All joints shall be staggered with respect to panel joints in sub floor. Provide approximately 1/32" spacing at joints where panels butt. Nail with 3 CC common shank nails 6" o.c. at all edges and 8" o.c. over

bearings. All floor joints (sub floor and underlayment) shall meet and be secured over joists.

G. Finish Floors: - Finish flooring may be wood, or resilient material as called for in the Work Write-up.

a. Strip-wood flooring:

Material	Minimum Thickness	Maximum Width
Hardwood	Sub floor - 5/16"	2-1/4"
	Direct to joist	2-1/4"
	25/32" or 3/4	
Softwood	25/32" or 3/4"	3-1/4"

Note: These dimensions only apply when entire floor is being replaced with new materials.

1. Nailing - Nails shall be as recommended by flooring manufacturer. Blind nail tongue and grooved flooring, driving nail at an approximate angle of 50 degrees. Space nails every 10" to 12" on center. Face nails 4/16 square edge flooring two nails ever 8", countersinking nail and filling nail holes.
2. When specified in work write-up, all broken, damaged or deteriorated flooring shall be replaced with lumber that matches as closely as possible the species, size and color of the adjacent flooring. The joints shall be staggered. Floors shall be sanded to a smooth surface, with the grain, and filled with filler recommended by the manufacturer.

H. Refinishing Hardwood Floors:

a. Remove all shoe mold, to be reinstalled when job is complete.
b. Reset all protruding nails. Nail down loose boards.
c. Fill all gouges and wide cracks to match flooring.
d. Sand to remove old varnish and stain. Apply one coat sanding sealer and two coats satin polyurethane floor varnish, sanding between coats.

I. Resilient Flooring:

1. See Work Write-up for the type, color, and pattern of resilient flooring. Resilient flooring shall be laid in exact accordance with the recommendation of the manufacturers. Color or colors to suit owner. Sheet vinyl flooring shall not be less than 1/16" thick and shall be stabilized with an integral backing. When applicable use 12' goods to prevent seams.
2. Caulk along edges of flooring in bath with bathtub caulk. In all other rooms, install shoe mold and paint with two coats semi-gloss enamel to match existing woodwork.

J. Exterior T/G Porch Flooring:
When installing porch floor that is to be painted, paint all edges with porch enamel before installing.

K. Cabinet Work:

Cabinet work shall be Custom grade constructed in accordance with details and procedures set forth under AWI 400 or as minimum construction and performance standards for kitchen and vanity cabinets for manufactured, factory finished bath and kitchen cabinets shall be ANSI A 161.1 and/or NKCA. This work includes kitchen cabinets and associated shelving.

The minimum construction and performance standards for shop made kitchen or bath cabinets shall be as follows:

1. Front frames shall be 3/4" finish grade plywood. Ribs, and stiles shall be glued and fastened. The ends shall be 3/4" hardwood plywood. Doors are to be finish grade plywood 3/4" to 7/8" thick. Backs shall be 1/8" hardboard or 1/4" plywood, drawer bottoms 1/4" thick, solid wood, C or better finish grade plywood (1/2" thick) shall be used for drawer or tray sides, backs and trim pieces.
2. All units, except sink, oven, refrigerator, and drawer cabinets shall be enclosed with side, backs and bottoms. The counter top must provide enclosure for the top on base cabinets, but wall cabinets shall be provided with an individual top, if installed below finished ceiling.
3. Swinging doors shall have a catch or other device to hold doors closed. Where installed, adjacent cabinets and doors shall be in proper alignment with each other. Doors are to be of balanced construction, operate freely, and be warp-resistant.
4. Miscellaneous hardware such as drawer slides, shelf standards must support the design loads and operation functions.
5. All base cabinets and wall cabinets shall have shelves of 3/4" shelving board. (#2 Spruce or Ponderosa Pine).
6. All cabinets shall be installed level, plumb, and true. Base and wall cabinets shall be attached with screws (not nails) to studs or other framing members. To assure a plumb, level and true alignment, installation, high spots shall be removed behind cabinets to assure flush fit.
7. Cabinets Finish - All the cabinet surfaces, inside and outside, shall be smooth and free of defects. The exterior of all cabinets, including the inside of the doors and the underside of top cabinets shall be stained, sealed, and varnished to a smooth finish, free of holidays and spots, or painted with a minimum one coat of oil base enamel undercoated and one coat of semi-gloss enamel paint. The owner shall have the choice between stain and varnish finish and painting. The color shall be of the owner's choice.
8. The interior of all cabinets shall have as a minimum of two coats of sealer, sanded between coats.
9. Plastic Laminate: Plastic laminate shall be .042" thick. Edge laminate shall be applied prior to top laminate. Color and finish shall be selected by Owner.
10. Finish: Paint finishes as directed.

L. Wood Railings:

1. Wood Hand Railing - When work write-up calls for wood railing, it shall have 2" x 4" top railing, 2" x 4" bottom rail, 2" x 2" wood pickets or lattice as specified in work write-up. Picket spacing not to exceed 0'-6" o.c. Railing not to exceed a span of more than 8' -0" without support in

securely anchored to floor. No railing shall span a distance of more than 10' -0" without a 4" x 4" column. All railing, unless work-write-up specifies treated lumber, shall have 2 coats of solid color oil stain. Railing shall be securely anchored to all corners and flats.

2. Wood Step Railing - When work write-up calls for installation of single step railing, it shall comply with "A" above. The newel post shall be 4" x 4" .6 lbs/cu. ft. treated, anchored in concrete a minimum of 12" in the ground in front of the bottom step.
3. Wood Columns - When work write-up calls for wood columns, they shall be minimum 4" x 4" each side. They shall be supported at base by metal bases. All columns, if not specified as treated, shall have 1 coat of wood primer and 1 coat of good quality exterior enamel.

Division VII

Thermal and Moisture Protection:

A. Crawl Space: Moisture Control (When in Work Write-up)

1. Place an approved vapor barrier, 8" lap, 6 mil, over the entire ground surface of the crawl space. Leave 8" breather space around perimeter.
2. If physically not possible in certain areas, place a 1/2" thick layer of dry concrete mix over the ground surface and then lightly spray sufficient water to start chemical action.

B. Building Insulation:

1. General:

a. Use all means necessary to protect the material of this Section before, during and after installation and to protect the work of all other trades.
b. Deliver materials to the job site, and store in a safe, dry place with all labels intact and legible at time of installation.
c. Install insulation baffles at eaves, compressing insulation to permit one inch of air ventilation between insulation and roof sheathing.

2. Materials:

a. Fiberglass "friction batt" insulation shall be of the thickness and R-value indicated on the work write-up. Acceptable manufactures shall be: Owens Corning Fiberglass Corporation, Johns Manville, or GAF.
b. Vapor barrier shall be 4 mil. polyethylene.
c. Fiberglass batt-type insulation with Kraft Paper vapor barrier shall be of the thickness and R-value indicated on the work write up. Acceptable manufacturers shall be Owens Corning Fiberglass Corporation, Johns Mannville, or GAF.
d. All other materials such as fasteners and retainers not specifically described but required for a complete and proper installation of the work of this Section shall be as selected by the Contractor for the particular installation according to the specifications of the insulation manufacturer.

3. Execution:

a. The insulation system for exterior walls may be either the fiberglass friction batt type with a polyethylene vapor barrier applied to the interior face of the studs or fiberglass batts with an attached vapor barrier. Either type shall be installed in accordance with the latest edition of the insulation manufacturer's specifications.
b. The insulation in floors and ceilings shall be fiberglass batts with attached vapor barrier and installed in accordance with the latest edition of the insulation manufacturer's specifications.
c. Insulation shall not be installed until the building has been made substantially watertight. Insulation shall fill all voids to the thickness specified with a tight fit or mechanically fastened.
d. Remove from job site all wet or damaged insulation.
e. When work orders indicate, insulate as follows between studs of exterior walls, and between ceiling joists and trusses to insure insulation of all heated spaces. Specs are based on Owens/Corning Fiberglass. Install in accordance with manufacturer's recommendations.

   Ext. Walls - R-13 Kraft-faced batts for 3-1/2" stud walls
   Ceilings - R-30 Kraft-faced batts or blown insulation
   Floors - R-19

   The Contractor shall certify to the owner as to the R rating of each installation as stated above.

f. The contractor shall plug or securely cover all openings made for the insertion of insulation in the walls, ceilings, or other portions of the building or shall securely cover all holes with duct tape, or equal, prior to the application the finish covering to the surface.
g. All ductwork in unheated places shall be taped at all joints with duct tape. All supply and return ducts shall be insulated for the full length of all exposed ducts, plenum, etc.
h. All hot water pipes shall be insulated for their full exposed length to a rating of R-2.
i. Hot water heaters located in unheated areas shall be insulated with a jacket to an R-5 rating.

C. Sealants and Caulking:

1. General:

a. Throughout the work, caulk and seal all joints as required to provide a positive barrier against passage of air and passage of moisture.
b. Proper caulking and proper installation of sealants require that installers be thoroughly trained and experienced in the necessary skills and thoroughly familiar with the specified requirements.
c. For caulking and installation of sealants throughout the work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details

and conditions and the installation requirements called for in this Section.

d. Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.

e. Use all means necessary to protect the materials of the Section before, during and after installation.

2. Material:

a. Caulking materials, shall be a single or double component, primer-less, non-sagging type in neutral color or other color coordination where exposed to view, and shall be one of the following or an equal approved in advance.

1. Acrylic Sealant: All acrylic sealant shall be a one-part Acrylic Polymeric Resin based compound with a minimum 90% solids content conforming to the requirements of ASTM. The color shall be appropriate to the installation.
2. Elastomeric/Butyl Caulking Compound: All compound used for all interior caulking shall be a one-part, nonoxidizing, non-migrating, 100% synthetic butyl rubber base compound conforming to ASTM. The color shall be appropriate to the installation.
3. Silicone Sealant: All silicone sealants shall be one part such as General Electric's Silicone Sealant 1300 in., or Dow Corning 700 Building Sealant.

b. Primer, when required, shall be as recommended by the sealant manufacturer.

c. Store all materials and equipment under conditions recommended by the manufacturer.

3. Execution:

a. Examine the areas and conditions under which work of this Section will be applied. Correct conditions detrimental to the timely and proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

b. Surfaces shall be clean, dry and sound and above 32 degrees F. When required, apply two coats of primer to extremely porous surfaces. Apply paint to caulking only. Apply no paint to sealants.

c. Prior to start of installation in each joint, verify the joint type according to the details and manufacturer's recommendations, and verify that the required proportion of width of joint to depth of joint has been secured.

d. Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of size and shall provide sufficient pressure to completely fill joints as designed.

e. Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.

f. Install the sealant in strict accordance with the manufacturer's recommendations pertaining to adjoining materials to be sealed or caulked, joint depth required, and tooling required, thoroughly filling all joints to the recommended depth.

g. Whether written in work write up or not, the Contractor shall seal with sealant the following places on the exterior of the building, removing failed, dry materials, or improperly installed material first.
    a. Around all windows,
    b. Around all door frames,
    c. Joints in any panel material,
    d. Joints where masonry butts other materials.

h. Cleaning surfaces of materials adjacent to caulked or sealed joints shall be cleaned free of smears of compound or other spoiling due to caking or sealing operations as work progresses. On non-porous surfaces, excess uncured sealant shall be removed with a solvent moistened cloth immediately On porous surfaces, excess sealant shall be allowed to cure overnight, then removed by lightly wire brushing or sanding. All adjacent surfaces shall be cleaned and free from stains. Use solvent or cleaning agent as recommended by the sealant manufacturer.

Division VIII- Exterior Finishes

A. Vinyl Siding:

1. Horizontal and vertical vinyl siding shall be solid vinyl siding by Alcan, or approved equal. All vinyl siding installation as a minimum shall conform to the Standard Building Code 1706.8(m) and 1700.3(K). PS-55.
   All installations shall be installed as a minimum to Certain-Teed Publication No. 20-50-40A or an approved equal installation instruction document.
2. All horizontal vinyl siding shall be 4 or 5 ended siding unless stated otherwise in the work write-up. All siding as a minimum shall be .044" + .004" thick.
3. All vinyl siding shall be installed with a starter strip at the base; undersill trim under windows, door, and soffits that are not to be covered. The contractor shall be responsible for furring low places on the exterior wall so as to have a uniform surface to apply siding. No cardboard shall be used for this purpose. All windows and doors not having a drip cap shall have a vinyl drip cap installed.
4. When soffits and porch ceilings and like items are covered with vinyl it shall be run the short distance. When a soffit turns a corner an H dividing bar shall be used and set on a 45 degree angle. Where the window sill protrudes beyond the vertical facing with the permission of the owner, the sill may be cut even with the facing. Soffit vinyl shall be perforated.
5. A "J" channel is required at the end of the vinyl siding of all off sets, including porches, steps, etc. All panels are to lap in the same direction.
6. Any exception to these specifications or material used as equal shall be waived by the inspector in writing prior to any installation and documented in the file.

B. Pre-finished Aluminum:

When the work write-up calls for covering window and door casing with pre-finished aluminum the following specifications shall apply in all cases:

1. Pre-finished aluminum shall be a minimum of .019 gauge and all aluminum shall be nailed with aluminum or stainless-steel nails.
2 The window sill shall be covered first with the metal extending through the window to the stool. The sill shall be completely covered including the outer end and the sill covering shall fold up a minimum of 1/2" on the vertical casing. The vertical casing shall be covered after the sill. All the exposed portion of the casing shall be covered. The vertical casing covering shall extend a minimum of 1/2" over the top header casing. Where storm windows are installed or to be installed the blind stop shall be covered on the outside.
3. When the work write-up calls for pre-finished aluminum to be installed on the cornice of the house the following specification shall apply: Fascia aluminum shall be a minimum of .019 gauge pre-finished aluminum. All joints and corners shall be lapped a minimum of 1" and properly caulked. All fascia's shall be smooth and free of wrinkles.
4. The instruction herein concerning vinyl soffits shall apply to aluminum soffits. When the work write-up calls for pre-finished aluminum on all the cornice of the house it shall be understood that porches and exposed porch header sill shall be included.

C. Stucco:

1. Mortar for all applications shall consist of one part of Portland Cement to not less than 3 nor more than 5 parts of damp loose aggregate by volume. Hydrate lime may be used but shall not exceed 10% by weight nor more than 25% by volume of the cement used.
2. The temperature of the surrounding air shall not be less than 40 degrees F. during application and for at least 48 hours thereafter.
3. Surfaces to be stuccoed shall be covered with 3.4 per sq. yard metal latch lapped at end and sides a minimum of 1" and nailed 6" O.C. vertically and 16" O.C. horizontally, except on masonry walls. Wood surfaces are to be covered with 15 lb. felt prior to application of the metal lath.
4. Apply in 2 or 3 coats; the final coat shall not be applied sooner than 7 days after the preceding coats. Before applying the final coat, the surface shall be dampened evenly to obtain uniform suction.
   a. Apply 2 coats on masonry to a minimum thickness 7/8". Thoroughly wet masonry walls before applications of stucco.
   b. Apply 3 coats over wood surfaces to a minimum thickness of 7/8".

D. Pre-cut Panel Siding:

1. 4x8 panels of plywood are to be 5/8" thick. Hardboard is to be 7/16".
2. Panels must overlap the foundation 2". Allow 3/16" expansion gap where panels meet soffits, rake boards, door and window casings.
3. Seal all edges with caulking. Fasten panels with galvanized nails long enough to go at least 1" into the studs.

4. Where one panel joins above another, install "Z" flashing or double bend strips of aluminum flashing, upper leg 3", middle to coordinate thickness of panel, lower leg 1 1/2". Extend lower edge over bottom panel, and upper edge under top panel, lap flashing 1 1/2" and caulk.
5. Install corner boards at all outside corners; install caulking in a continuous bead.
6. All inside corners are to have cove moldings fastened at both edges with galvanized siding nails.
7. Install 1x4 frieze board at top edge of siding where it meets soffit. Bevel joints where boards meet.

E. Exterior Wood Siding Repair:
Repair all cracked, decayed or deteriorated siding. Material shall be of a species suitable for its intended use, kiln dried, free from tool marks and other objectionable defects and shall match existing siding as closely as possible butt joints and adjacent runs shall be staggered. New work shall be primed upon installation.

F. Storm Windows:

When work write-up calls for storm windows, they shall be double track with full or half screens. Storm windows 54" high or larger shall have a center tee rail across the frame.

G. Wood Screen Doors:

When wood screen doors are specified, they shall be made of standard stock dimensions material with aluminum wire, hardware cloth, or aluminum grills. They shall be installed with new hinges, door pull, and spring.

H. Storm Doors:

1. Storm doors shall be complete with frame, latch, and safety check. Door shall be equipped with safety glass or Plexiglas and under no condition shall be installed with regular glass.
2. Storm doors shall be natural aluminum craft #226, or approved equal; 1-1/4" thick 2-1/2" stiles with a pneumatic closer and storm door bolt latch. The quality of odd-sized doors shall be approved by the Rehabilitation Specialist in writing if not specified in the work write-up.

I. Doors: - When required by the Work Write-up shall be:

1. Exterior Doors - All exterior doors shall be a minimum of 1-3/4" solid core wood or metal with 18 gauge cold rolled face sheets.
2. Interior Doors - All interior doors shall be a minimum of 1-3/8" in thickness unless otherwise specified.
3. All doors to be of stock sizes and designed unless Work Write-up calls for them to match existing doors or openings as nearly as possible.
4. All exterior door units - Exterior door units to include door, jambs, headers, trim two (2) sides, sills (if needed), metal threshold, stops, hinges, and entrance lock. Completely weather-stripped with spring type, aluminum and vinyl or foam rubber.

5. Interior Door Units - Interior door units to include jambs, headers, trim two (2) sides of door, hinges and lock set as per Work Write-up.
6. Any required repairs to the adjoining surfaces which are necessary for the proper installation of door units shall be the responsibility of the contractor.

J. Windows, Doors and Trim:

1. All old paint shall be removed from the glass panes in all windows and doors prior to painting. All loose putty shall be removed and all missing putty shall be replaced. All new paint shall be removed from all glass flush with the edge of the putty, ribs, or sashes.
2. All exterior and interior doors shall have their edges, tops, and bottoms treated in the same manner as the face of the door. The front edge of all doors shall be painted matching the side of the door in the direction of its swing. The rear edge of the door shall be painted matching the side of the door in the opposite side of the swing. The outside surface of all exterior doors shall be treated as follows:
3. Sand the surface, removing all paint or surface defects. Apply one coat of enamel under-coating. Apply two coats of enamel exterior paint.
4. The edge of all casings, interior and exterior, and all other trim shall be painted matching the face of the trim.
5. All new trim shall have the nails set and puttied, and cracks in joints shall be puttied.
6. All stickers on glass shall be removed to include all traces of adhesive.
7. All new items such as windows, etc., installed in areas not requiring painting shall have all their exposed surfaces primed and painted matching paint in those areas.

K. Vinyl Replacement Windows:

1. FRAME:
   Wall thickness .080
   Depth 4" overall 3-1/4" to blindstop
   Multi-chambered contoured stepframe design
   Tongue and groove design on Double-Hung for tighter fit
2. SASH:
   Wall thickness .75
   Mechanically fastened with stainless steel screws
   Mitered corners
   Handle and interlock are part of sash extrusion
   Concealed spiral balance system
   Co-extruded dual durometer glazing system
   Specially designed water drainage system
   Aluminum reinforced at interlock, meeting rail, and bottom lift rail
   All sash rails reinforced on widths exceeding 46"
3. GLAZING: Double strength glass standard 5/8" overall glass thickness.
4. WEATHER-STRIPPING: Wool pile fin and rubber (EDPM) weather-stripping to virtually eliminate air infiltration.
5. SECURITY LATCHES: Double latches standard heavy duty type on all windows.
6. SCREENS: Half screen standard aluminum extrusions with integrated lift rail U Channel design for positive tracking, overlapping front legs on header and seal for firm seal

Division IX - Interior Finishes

A. Drywall

1. General:

a. Provide all gypsum drywall and accessories, complete, in place as specified herein, and needed for a complete and proper installation. Work shall be done in accordance with the standards set forth in U.S. Gypsum Drywall Instruction Handbook. Furnish material and installation for a complete job.
b. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
c. The manufacturer's recommended installation procedures, will become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
d. Use all means necessary to protect materials of this Section before, during and after installation and to protect installed work and materials of all other trades.
e. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.
f. Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations.

2. Materials:

a. All gypsum wallboard shall be the product of one manufacture, 1/2" thickness and with tapered edges for finished surfaces and butt edges for concealed surfaces. Supply wallboard in such lengths as will result in a minimum of joints.
b. Regular or moisture resistant wallboard shall be installed as indicated on the work write up. All moisture resistant board is to be used in bathrooms.
c. Metal trim accessories shall include corner beads and casing beads recommended by the manufacturer as being compatible with the gypsum panel system used. Supply beads for gypsum wallboard in place, shall be self-tapping drywall screws of size compatible for wood stud installation
d. Jointing system shall include reinforcing tape and compound designed as a system to be used together and shall be only as recommended by the manufacturer of the gypsum wallboard used. Jointing compound may be used for finishing if so recommended by the manufacturer.
e. All other materials, not specifically described but required for a complete and operable installation, shall be new, first quality of their respective kinds.

3. Execution:

a. Prior to installation of the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that

Gypsum drywall may be installed in strict accordance with all pertinent codes and regulations and the manufacturer's recommendations.

b. Install the gypsum drywall and metal trim in strict accordance with the manufacturer's recommended method of installation, in areas indicated on the work write-up.

c. Install the gypsum wallboard with the separate boards in moderate contact but not forced into place. At internal and external corners, conceal the cut edges of the board by the overlapping covered edges of the abutting boards. Stagger the boards so that corners of any four boards will not meet at a common point except in vertical corners. Install all panels plumb, level, and with all joints on bearing.

d. Install the gypsum wallboard to ceilings with the long dimension of the wallboard at right angles to the supporting members, except that wallboard may be installed with the long dimension parallel to supporting members that are spaced 16 in. on center when attachment members are provided at end joints.

e. Install the gypsum wallboard to studs at right angles to the furring or framing members. Make end joints, where required, over furring or framing members.

f. Nail or screw spacing shall be 12 in. centers at ceilings and 16 in. centers at walls, except where framing members are spaced 24 in. apart where spacing shall be 12 in. on centers. Nailing should proceed from central portion of the wallboard towards the ends and the screws or nails shall be driven with the heads slightly below the surface of the gypsum wallboard, in a dimple formed by the crowned face of the tool striking the last blow.

g. Install all corner beads and casing beads fitting neatly and secured with same fasteners approximately 6 in. on center, driving through the wallboard into the framing or furring members.

h. In areas where joint treatment and finishing compound will be performed, maintain a temperature of not less than 55 degrees F. for 24 hours prior to commencing treatment, for the entire period of treatment, and until joints and finishing compounds have dried.

i. Apply embedding compound to gypsum wallboard joints and fastener heads in thin uniform layer. Spread the compound not less than 3 in. wide at joints, center the reinforcing tape in the joint, and embed the tape in the compound.

j. Apply finishing compound after embedding compound is thoroughly dry and has been completely sanded. Apply the compound to all joints and fasteners heads. Feather the finishing compound to not less than 12 in. wide. When thoroughly dry, sandpaper to obtain uniformly smooth surfaces, taking all necessary care to not scoff the paper surfaces of the wallboard.

k. Internal corners are to be treated the same as specified for joints, except that the reinforcing tape shall be folded lengthwise through the middle and fitted neatly into the corners.

l. External corners and conditions with casing beads are to be treated the same as specified for joints, except feathering of joint compound is to be out to 8 in. on each side of the corners.

m. Do not allow the accumulation of scraps and debris arising from the work of this section, but maintain the premises in a neat and orderly condition at all times; in the event of spilling or splashing compound onto other surfaces, immediately remove the spilled or splashed material and all tract of the residue.

B. Enameled Hardboard:

1. Pre-finished, enameled hardboard shall have a minimum thickness of 1/4".

2. Provide with edge and joint moldings expended from aluminum alloy. Plastic trim may be used with prior approval of the inspector.

C. Interior Wall Paneling:

Interior wall paneling shall be plywood backed, a minimum thickness of 5/32" or 1/4" and all interior or exterior corners shall have a molding installed matching the paneling in color and design. Any exception to these standards shall be set forth in the work write-up or received in writing by the contractor from the inspector. Chip board, aspenite, etc. is not acceptable paneling.

D. Suspended Ceiling:

The quality, design, fabrication, and erection of metal suspension systems for acoustical tile and lay-in panel ceiling in building or structures shall conform to good engineering practice, the provisions of this section, and other applicable requirements of these specifications.

1. Suspension System: (Exposed metal grid supporting ceiling panels)

   a. Metal grid shall be aluminum or bonderized - galvanized steel, with baked white enamel on exposed fascia. Arrangement to accommodate ceiling panels required.
   b. Provide hanger wires of not less than No. 12 ga. galvanized steel wire spaced so that suspension system, including wall mould and with ceiling panels in place, shall be level to within 1/8" in any 12 feet length.

2. Ceiling Panels:
   Acoustical Panels: Non-combustible, felted mineral wood panels 5/8" thick, 23-3/4" x 23-3/4" for nominal 2'0" x 2'0" exposed grid system.

E. Plastering

1. Preparation:

   a. Gypsum Plaster Materials - shall be standard commercial brands.
   b. Mix - Mix and application of Gypsum Plasters shall be in accordance with ASA No. 1 - A42.1, American Standards Specifications for Gypsum plastering.
   c. Application - Apply plaster in 3 coats or in 2 coats double-up work - minimum thickness 1/2".
   d. Gypsum lath - shall be used as a base for Portland Cement Plaster.

2. Nailing:

   a. Nail with 12 or 13 gauge lathing nails having approximate 3/8" heads with nails spaced not more than 4" on center with a min. of 4 nails in

each lath. Use 6 nails for 24" wide lath. Length of nail shall be that which will provide at least 1" penetration in horizontal supports and 3/4" penetration into vertical supports.

b. Gypsum lath - shall be applied with long dimension across supports and with end joints staggered.
c. Wood lath - existing wood lath shall be securely nailed and wetted down prior to applying plaster.
d. Metal lath - shall be applied according to manufacturer's directions whether used for patching or new work.

3. Repair:
When the work write-up calls for repairing cracks in plaster, walls or ceilings the following procedure shall be followed:

Remove all loose and scaly plaster from the surface. Fill the cracks with sheetrock mud or spackling paste. Sand smoothly and apply strips of pre-plaster fiberglass mesh over the cracks and allow to dry. Apply appropriate coats of sheetrock mud over the mesh and sand smoothly to receive paint.

F. Resilient Flooring:

1. General: Work consists of furnishing all labor, materials, tools and equipment to install all resilient flooring in an approved manner as indicated on the drawings and specified herein.
2. Samples: Start no work until samples of all materials have approved.
3. Materials: Deliver materials to job in original, unopened containers with brand name marked thereon. Handle and store materials in accordance with the manufacturer's recommendations.

G. Tile:

1. Tile shall be first quality, 1/8" thick, 12" x 12" vinyl composition tile. Tile shall be uniform in thickness and accurately cut with square edges.
2. Adhesive: Adhesive shall be of type specified by the manufacturer for both the material and the type of area to be covered.
3. Wax: High grade water emulsion wax approved by the tile manufacturer.
4. Cleaner: A neutral cleaning material recommended by the tile manufacturer.
5. Installation: Start no work until that of other trades, including painting, has been substantially completed. Installation shall be in accordance with manufacturer's recommendations.
6. Cleaning and Waxing: Clean with neutral cleaner, rinse, dry and apply one coat of wax. Flooring shall be protected with building paper. Immediately prior to final inspection and not less than 48 hours after first waxing, dry damp mop floors and apply another coat of wax, all in accordance with recommendations of the manufacturer. Buff with power machine.

H. Carpet:

1. Installation:

a. The Contractor shall be responsible for the delivery of carpet and the safe transport thereof throughout the building, as well as the installation

thereof without damage to the Owner's property. Carpet materials and installation shall conform to HUD/FHA Standards for carpet and carpet installation.

b. Prior to installation, carpet and related material storage shall be the responsibility of the contractor. If necessary, a designated installation time during the day and/or week shall be coordinated between the Contractor and Owner. The contractor will use the following guidelines:

1. Materials - All carpet shall be of first quality, free of visual blemishes and physical defects, uniform in color and pile height and consistent throughout with the specifications. Only current running line stock patterns in construction and color will be accepted. No special weight variations will be allowed. Should a mill discontinue an item which has been contracted, a substitute, equal or better then, may be used upon approval from owner. The installer must furnish samples including all the colors of the brand that is awarded, upon request to the Owner.

2. Preparation of Floors - The contractor shall assure that the floors to receive carpet are in satisfactory condition. All lumps should be removed and ridges and faults filled level with acceptable type filler complying with the manufacturer's instructions. All unusual conformities in the floor are to be reviewed with the specialist. The contractor shall vacuum the floor immediately prior to carpet installation, and remove all substances which would interfere with the installation or be harmful to the work. The contractor shall accept all responsibility for unacceptable work due to improper floor conditions.

C. Installation of Carpet:

1. Carpet shall be laid securely in place by using the tackless method (using Roberts Smoothedge Carpet Gripper or equal and Roberts Seam Adhesive #41-4015 or equal). The methods must comply with the manufacturer's instructions and recommendations Actual measurements shall be the responsibility of the Contractor.

2. Carpet must be installed on a sequential roll basis and vendor will be responsible for providing and acceptable level of side by side color matching. This level of acceptability will be determined by the Housing Services. Large open area installations shall be of the same manufactured lot or as agreed upon between the purchaser and the supplier to color match throughout.

D. Seams: - Carpet shall be laid out and seamed in the longest length practical to eliminate as many seams as possible. Seams at doorways shall be parallel to the center directly under the door(s). All seams shall be made in accordance with the manufacturer's recommendations. The number of pieces of carpet shall be held to the minimum number necessary, utilizing the widest material available from the manufacturer. All carpet shall be installed with the matching patterns at the seams.
When requested, the contractor shall submit to the agency or owner a seam diagram showing the location of all seams as they will be in actual

installation. The direction of carpet shall also be indicated. Installation will not begin until the request diagram is approved.

E. Jute-Back Carpet: - When required in the work write-up, jute-back carpet shall be stretched with a power stretcher. It shall be installed with tack strips around the base. They shall be installed in all openings and doorways carpet grip metal at the edge. The seams shall be joined with heat melt tape. The minimum pad shall be 3/8" thick.

F. Cushion Attached Carpet: - All cushion attached carpet shall be installed by the direct glue-down method. The carpet shall be glued directly to the floor with a good quality of synthetic glue. All seams shall be fused with carpet seam adhesive to prevent raveling. All glued-down carpet shall be rolled with a minimum 80# roller to remove wrinkles. There shall be installed at all doors and openings gripless threshold metal carpet strips of a good quality.

1. Protection of Property: - All walls, furniture, and doors shall be protected from damage at all time. The contractor shall be responsible for all door swings - that the door does not drag the carpet. Any damage to walls, baseboards, doors, shall be repaired at no additional cost to the owner.
2. Completion: - All waste, excess materials of new carpet, tools, etc. shall be removed from the area. The carpet shall be vacuumed after the installation.

I. <u>Painting</u>

1. <u>General:</u>

Furnish all labor, materials, equipment, and supplies required to complete all painting specified herein.

a. Work included: Paint and finish all interior and exterior exposed surfaces requiring paint, staining, and varnishing as designated in the work write up.
b. Work not included: Non-ferrous metal surfaces of anodized aluminum, stainless steel, chromium plate, copper bronze, and similar finished materials will not require painting. Do not paint any moving parts of operating units, mechanical or electrical parts such as valve operators, linkages, sensing devices, and motor shafts, door hardware, weather stripping, unless otherwise indicated.
c. Qualifications of Painters:
   1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified materials and methods needed for their execution, and who shall direct all work performed under this section.
   2. In acceptance or rejection of the work of this section, will make no allowance for lack of skill on the part of workmen.

d. Products used in the work of this section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Owner.

e. Provide finish coats which are compatible with the prime coats used.
f. Deliver all materials to the job site in original, new, and unopened containers with all labels intact and legible at time of use.
g. Proper storage shall be provided to prevent damage to, and deterioration of paint materials. Use all means necessary to protect the materials of this section before, during and after installation and to protect the work and materials of all other trades.
h. Storage spaces shall be kept neat and clean, and all soiled rags, waste and trash must be removed from the building every night and every precaution taken to avoid the danger of fire.
i. In the event of damage, immediately make all repairs replacements necessary at no additional cost to the Owner.
j. Surface temperatures: Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F., unless otherwise permitted by the manufacturer's printed instructions.
k. Weather conditions: Do not apply paint in snow, rain, fog, or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions.

Paint Materials shall be delivered in unbroken original packages or containers and shall bear brand and mfg. name. Materials shall not be thinned or changed in any other than as recommended by mfg.

2. <u>Materials:</u>

a. Provide paints of durable and washable quality. Colors to be as selected by the owner. Paint to be custom tinted by paint supplier.
b. Undercoats and thinners: Provide undercoat paint produced by the same manufacturer as the finish coat. Use only the thinners recommended by the paint manufacturer, and use only to recommended limits. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.
c. Painting Schedule: Painting under this section is referred to by types of installation. Paint required is defined below. See Lead Base Paint Abatement Section.

1. Alkyd Base Enamel - On interior and exterior metal surfaces use:
   First coat: Zinc Chromate Primer
   Second coat: Alkyd Base Velvet Enamel
2. Alkyd Base Enamel - On interior wood surfaces use:
   First coat: Enamel Undercoater
   Second coat: Alkyd Base Velvet Enamel
3. Alkyd Base Enamel - when scheduled: On gypsum drywall surfaces use:
4. Acrylic Latex - On interior metal surfaces use:
   First coat: Zinc Chromate Primer
   Second coat: Acrylic Latex
5. Acrylic Latex - On interior wood surfaces use:
   First coat: Wall Primer Undercoat
6. Acrylic Latex - On concrete masonry units use:
   First coat: Masonry Block Filler
   Second coat: Acrylic Latex
7. Acrylic Latex - On gypsum drywall surfaces use:

First coat: Wall Primer Undercoat
Second coat: Acrylic Latex

8. Natural Finish - On interior wood surfaces use:
   First coat: Polyurethane Satin Finish
   Second coat: Polyurethane Satin Finish
9. Natural Finish - On exterior wood surfaces use:
   First coat: Cabots Bleaching Oil
   Second coat: Cabots Bleaching Oil
10. Varnished finish on natural wood finish shall be as follows:
    One wash coat (sanding sealer thinned equal parts of thinner).
    One coat of stain as desired.
    Two coats of satin varnish.

D. 1. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds.

2. Application of each type of paint or other finish shall be in strict accordance with mfg. directions. Generally paint may be field applied by either brush, roller of spray method.

3. Surface Preparation. All surfaces shall be smooth, dry and thoroughly cleaned before paint is applied. Coat all knots and pitch places in wood surfaces with shellac, Kilz or equal before first coat of paint is applied. Fill all holes, cracks splits and imperfections in wood surfaces before first coat of paint is applied.

3. <u>Execution:</u>

a. Inspection: Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that painting may be completed in strict accordance with the original design, pertinent codes and regulations, and the manufacturer's recommendations.

b. Surface preparation: Prior to all surface preparation and painting operations, completely mask, and remove, or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items not scheduled to receive paint that are in contact with surfaces to be painted.

1. Remove from surfaces all dust, dirt, grease or other foreign particles which would affect either satisfactory execution or permanency of work.
2. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.
3. Wood surfaces: Clean until they are free from dirt, oil, and all other foreign substance. Smooth all finished wood surfaces exposed to view, using proper sandpaper of varying degrees of coarseness and sandpaper to produce smooth and unmarred wood surfaces.
4. Metal surfaces: Thoroughly clean all surfaces until they are free from dirt, oil and grease. Verify with the manufacturer of metal and paint to be used, if pretreatment coating is required.
5. Wood surfaces to be painted shall be cleaned by best means possible to remove loose and flaky paint and rough spots.

Uneven surfaces shall be sanded smooth, all chipped paint or surface defects removed prior to painting. Use "Kilz" coating on oil stained surfaces.

6. Plaster or wallboard surfaces to be painted or papered shall be sound, smooth, and free from holes, cracks, or irregularities. All old wallpaper shall be entirely removed unless otherwise specifically noted in the work write-up.

c. Grilles, registers, electrical panel covers and generally all items of ferrous metals will be painted same color as walls or ceiling adjacent thereof.

d. Application and workmanship: All paint and/or varnish and/or stain shall be applied in strict accordance with the specifications of the paint manufacturer for the particular type of paint specified. Commencement of work signifies acceptance of all underlying surfaces. Any surfaces, which the painting Subcontractor questions as being unsuitable to receive finished coatings, should be brought to the attention of the inspector. Stir all materials before application to produce a mixture of uniform density, and as required during the application of materials. Apply in an even film with surfaces free of runs, drips, ridges, waves, laps, brush marks, and variations in color. Paint and varnish shall be applied carefully with good, clean brushes, except that areas made inaccessible to brushing by ducts and other equipment may be sprayed, and except spraying will be permitted for other than the first coat of paint on any surface. Spray equipment shall be airless type. The work shall be so conducted as to avoid contamination on other surfaces and public and private property in the area. Any damage thereto shall be made good by the Contractor at his expense. Sufficient time shall be allowed between coats to permit drying, and each coat shall be in proper condition to receive the next coat. Each coat shall be sufficiently heavy to cover completely the preceding coat or surface; there shall be an easily perceptible difference in shades of successive coats of paint.

e. Finished work shall be uniform of approved color, smooth and free from runs, sags, defective brushing, and rolling. Make edges of paint adjoining other materials or colors sharp and clean.

f. Paint application shall be per work write-up and shall be minimum of one coat on old work and two coats on new work to all surfaces and visible edges. All paint applications shall be in exact accordance with the manufacturer's directions.

g. No paint shall be applied until all nail holes have been puttied.

h. Paint shall provide full coverage and hiding.

i. Paint the center meeting rail on double hung windows when either interior or exterior painting is called for.

j. All cracks, seams, joints and holes shall be caulked, puttied, or filled before applying final coat of paint.

k. All exterior caulking shall be butyl, or equal.

l. All precautions noted in the manufacturers literature shall be taken.

m. Reinstallation of removed items: Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

n. The finish coat in kitchens and bathrooms shall provide a durable and washable surface and shall be a semi-gloss finish.

o. Sealed finish on natural wood finish shall be two coats of penetrating wood seal.

5. Clean-up:

a. During progress of the work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose.
b. In the event of accidental spilling, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.
c. Upon completion of this portion of the work, visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

Division X

A. Heating

General Provisions:
The General Conditions to the work write up and the Performance and Material Specifications shall form a part of the specifications for this work insofar as they apply to heating.

All heating equipment shall have an 80% minimum AFUE rating and shall be GAMA rated.

1. The scope of work to be provided under these specifications includes the furnishing, delivering, unloading, handling, erection, adjusting, and testing of all materials, equipment and apparatus which are required for the completion and correct operation in all respects of the heating system as indicated on the work write up.
2. The Contractor shall be responsible for coordination with all disciplines at the job site to insure proper installation of the system with no interference and with proper clearance. The progress of the work shall conform with and not delay the work of other trades. The entire installation shall be completed as soon as the condition of the building will permit.
3. All equipment shall be installed in strict accordance with manufacturer's recommendations and instructions, unless noted otherwise. These instructions shall be considered as a part of these specifications.
4. Full opportunity shall be given to the SC State Housing Finance and Development Authority Inspector or Local Building Inspector to make any inspections as desired, of all phases of construction and equipment. Any work which is being improperly installed, may be stopped as specified in the General Conditions.
5. All mechanical equipment and materials delivered and accepted for subject job shall become the responsibility of the contractor. He shall be liable in the event of theft, loss, destruction, etc. All materials shall be properly protected from weather, moisture, or damage in any way.
6. Pipe and duct routing shall conform as close as possible to locations as indicated on the contract drawings. Exceptions may be variations due to specifications. Additional offsets, fittings, to meet field conditions shall be furnished and installed as necessary.
7. All furnaces and heaters of any type and kind shall be equipped with a positive cut off at the source of fuel and near the controls of the equipment. All oil-fired heating equipment shall be provided with an in-line fuel filter hear the connection to the tank.

8. All heating appurtenances of the oil or gas-fired type shall be connected to an approved flue through U.L. approved pipe or a minimum 26 gauge galvanized steel pipe. Systems to have electric igniter.
9. All under the floor furnaces shall be located where the highest or adequate clearance is available and mounted on solid masonry piers laid up with mortar, leveled, plumb, and in true alignment with the building. The warm air shall be piped to the exterior walls with adequate ducts and baseboard registers.
10. The register boots shall be nailed to the floor. The cold air return ducts shall be standard gauge and sized to meet the demands of heat supply to keep the room at 68 degrees F, three feet (3') from the floor in the coldest weather. All supply and return systems shall be securely fastened in place with sheet metal screws and all joints shall be taped with heat duct tape recommended by the manufacturer.
11. All heating systems, burners, and air-conditioning systems shall be of the high efficiency design and shall be carefully sized to be no greater than 15% oversized for critical design heating or cooling except to satisfy the manufacturer's next closest normal size.
12. When the work write up does not call for insulation, the contractor shall be responsible for insulating all supply and return duct systems in unheated areas.
13. All bidders shall visit the job site and familiarize themselves with existing job conditions, no extra cost will be allowed because of additional work necessitated or changes in plans required by job conditions, unless same is brought to the attention of the Owner/Inspector prior to receipt of bids.
14. All materials and equipment shall be new and shall conform to the grade, quality and standards specified.

B. Acceptance and Completion of Job:

1. Upon completion of the job, the contractor shall furnish to the owner one complete set of all equipment instructions, including: guarantees, operation, maintenance, and installation data.
2. All equipment and materials shall be thoroughly cleaned and spot painted as required.

C. Guarantee:

The heating contractor shall guarantee his installation for one (1) full year from final acceptance by the owner. This guarantee shall include all materials and labor as required to correct any deficiencies or maintain any equipment. The cost of said guarantee shall be a part of the original contract bid and shall not bear any expense to Owner. Any adjustments or corrections made within the year of guarantee shall be equal to the quality of materials and workmanship originally called for and shall be subject to inspection and acceptance by the Owner. Sub-contractor shall provide a written inspection report on the existing system for code compliance and adequacy of performance.

D. Code:

All work shall be installed in accordance with the Standard Mechanical Code, Standard Gas Code, and other applicable local codes.

E. Permits:

The Contractor shall obtain and pay for all permits required, give all legal notices, and pay all fees for utility connections, inspection or otherwise required for the work.

F. Cutting and Patching:

The Mechanical Contractor shall do all necessary cutting of walls, floors, partitions, roof, etc., to properly install his work. The repair of all damage caused by cutting shall be done by the General Contractor. Care shall be exercised in cutting to avoid unnecessary damage where openings are required.

G. Painting:

Any exposed metal installed by this contractor which is not insulated, galvanized or previously painted shall be properly prepared and cleaned and given a zinc rich prime coat and a final coat of black protective enamel.

H. Piping:

Condensate Drains: Condensate lines shall be schedule 40 PVC pipe with solvent weld joints, minimum 1" diameter.

I. Gas Piping:

1. Natural gas pipe shall be schedule 40 black steel pipe with threaded and screwed joints and wrought fittings. Pipe shall be suspended with clevis type adjustable hangers and threaded rods.
2. All gas pipes shall be installed and tested in accordance with the Standard Gas Code, latest edition.

J. Ductwork:

1. Sheet Metal Ductwork (round duct, exhaust duct and return air risers): All metal ductwork shall be galvanized sheet metal of sizes as indicated on the drawings. Fabricate and install all duct in accordance with "SMACNA Standards for Low Pressure Ductwork: (unless noted otherwise), including type joints, gauge thickness, hanger supports and spacing, etc.
2. If fiberglass ductwork: All rectangular supply and return shall be constructed from rigid fiberglass ductboard #475 RFK. Duct shall be constructed and installed per latest edition of SMACNA Fibrous Glass Duct Construction Standards. Note: All joints shall be stapled and finished with two (2) coats of Epolux Cad-A-Seal #725 mastic with an intermediate layer of 3" wide glass fabric mesh (Owens-Corning, Fiberglass Type II Tape).
3. Branch ductwork may be flexi duct sized as required.
4. All branch duct connections to a trunk duct shall be made with prefabricated flared connections.
5. All elbows (supply, return, exhaust and outside air) shall be constructed with either radius turns or double thickness turning vanes.
6. Exposed Pipes and Ducts:

   Exposed pipes or ducts within the house shall be framed and covered with material matching existing surface. When closets and such locations are utilized for cold air returns and like uses, they shall be located as near to the end of the closet and as flat against the wall, as

possible, and shall be encased in materials matching the surrounding surfaces.

7. Furnace in Attic: When a furnace is located in an attic space, the cold air return shall be piped close to the floor on an interior wall near the center of the house.

K. Insulation of Ductwork:
All round supply, return, and outdoor air duct shall be insulated with 2" thick 3/4 PCF flexible duct wrap with vinyl or foil Kraft facing. Seal all joints with staples and 2" wide pressure sensitive tape. Gas Fired Furnace

L. Air Diffusers and Grilles:
Grilles and registers shall have baked on off-white enamel finish.

M. Controls:
Furnace: A wall mounted thermostat shall have fan "on-auto" and heat-off switches. In the heating mode the furnace shall cycle the furnace burner as required to maintain setpoint. A fan switch sensing bonnet temperature shall cycle the blower. A high limit switch shall close the gas valve on a high temperature sensing.

N. Gas Furnace shall be AGA rated for natural or propane gas and with vent safety switch, standing pilot, fan limit switch, cooling relay, control transformer and multi-speed direct drive blower motor. Furnish filter rack and throwaway filter. Furnace shall be vented with an AGA & UL listed type "B" gas vent complete with roof flashing, storm-collar, and roof cap unless the unit is an exterior gas pack system.

Division XI

A. Plumbing

1. General Provisions:

The General Conditions to the work write up and Performance and Material Specifications shall form a part of the specifications for this work insofar as they apply to these Plumbing Specifications.

a. The scope of work to be provided under these specifications includes the furnishing, delivering, unloading, handling, erection, adjusting, and testing of all materials equipment and apparatus which are required for the completion and correct operation in all respects of the plumbing system.
b. The Contractor shall be responsible for coordination with all disciplines at the job site to insure proper installation of the system with no interference and with proper clearance. The progress of the work shall conform with and not delay the work of other trades. The entire installation shall be completed as soon as the condition of the building will permit.
c. All equipment shall be installed in strict accordance with manufacturer's recommendations and instructions unless noted otherwise. These instructions shall be considered as a part of these specifications.
d. Any work, which is being improperly installed, may be stopped.
e. All mechanical equipment and materials delivered and accepted for subject job, shall become the responsibility of the contractor. He shall be

liable in the event of theft, loss, destruction, etc. All materials shall be properly protected from weather, moisture, or damage in any way.

2. Substitute Equipment:

All materials and equipment shall be new and shall conform to the grade, quality, and standards of those specified.

3. Acceptances and Completion:

a. Upon completion of the job, the contractor shall furnish to the owner one complete set of all equipment instructions, including: guarantees, operation, maintenance and installation data.
b. The job shall not be considered complete until all systems have been shown.
c. All equipment and material shall be thoroughly cleaned and spot painted as required.

4. Guarantee:

The contractor shall guarantee his installation for one full year from date of final acceptance by the owner. This guarantee shall include all materials and labor as required to correct any deficiencies or maintain any equipment. The cost of said guarantee shall be a part of original contract bid and shall not bear any extra expense to Owner. Any adjustments or corrections made within the year of guarantee shall be equal to the quality of materials and workmanship originally called for and shall be subject to inspection and acceptance by the owner. Sub-contractor shall provide a written inspection report on the existing system for code compliance and adequacy of performance.

5. Tests:

a. The entire sanitary, drainage and water systems shall be tested by the contractor in the presence of and to the satisfaction of the local Plumbing Inspector.
b. Contractor shall make all necessary preliminary tests to be sure that the piping systems are tight. No work shall be covered until approved by the local plumbing inspector.

1. Drainage and Vent System - The drainage and vent system shall be tested to a 10' head of water above the top fixture of a fixture group. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before the inspection starts; the system shall be tight at all points.

2. Water Supply System - All water piping shall be tested to 150 lbs. hydrostatic test before they are covered, and shall remain absolutely tight for a period of at least two (2) hours. Do not pressure test any portion of the existing system with the new system.

6. Code:
The entire Plumbing System shall be installed in accordance with the standards prescribed by the Southern Standard Plumbing Code. The Contractor shall comply with all requirements of the SC. Department of Health and Environmental Control.

7. Cutting and Patching:
The Contractor shall do all necessary cutting of walls, floors, partitions, roof, etc., to properly install his work. Care should be exercised in cutting to avoid unnecessary damage. The patching of cuts shall be down by other divisions of these specifications.

8. Concealed Pipe:
In general, all piping in floors, ceilings, and walls of finished spaces shall be run concealed. Cooperate with other trades in layout of chases and concealment of piping. Chases will be provided as the building progresses. This Contractor shall designate required chases, and failure to designate chases shall require this Contractor to cut same at his own expense.

9. Underground Pipe:
Underground pipe shall be at depth to avoid action of freezing and frost, and not less than 24" deep. Pipe under floors shall not undermine footings.

10. Sewer and Water Separation:
Sewer and water separation on outside water and sewer piping shall conform to the Standard Plumbing Code.

11. Excavation and Backfilling:
    a. Contractor shall do all excavation of trenches required for the work specified herein and after the work is in place shall backfill, with clay or sand first and black earth on top. Thoroughly tamp all earth.
    b. All surplus earth shall be removed by contractor from building and disposed of on site as directed by Owner. Provide necessary shoring for protection of trenches.

B. Drain and Vent Piping:

All sanitary drains and vents shall be ABS or PVC minimum. Schedule 40, plastic DWV piping and fittings. Pipe shall conform to ASTM D 2661-77-A, D-2665, or D-1785, Standards and shall bear NSF seal of approval. Solvent cement shall conform to ASTM Standards D 2235-76A.

C. Water Piping:

1. All water piping below grade or under the concrete floor slab shall be type "L" hard copper tubing with wrought sweat fittings. At the contractor's option, underground piping, 3/4" or smaller, may be type "L" soft copper, with all bends formed with a bending tool, no crimps.
2. Fittings and tubing shall conform to ASTM B 88-72. All solder shall be lead free.

D. Pipe Joints:

1. Copper Pipe: Shall be cut true and square. Shall be reamed inside and ends shall be polished outside with emery cloth where it enters fittings. All fittings shall be polished inside with emery cloth and soldered with a falux as recommended by the solder manufacturer.
2. Plastic Pipe: Shall be assembled with solvent joints in accordance with ASTM D-2321, latest revision.

E. Roof Openings and Flashings:

Flashings for plumbing vent stacks through the roof shall be made up from 2 1/2 lb. sheet lead, extending 8" away from outside of pipe and up to top of stack, with not less than 1" turned down into top of stack. Vent stacks shall extend 8" above roofline.

F. Pipe Sleeves & Plates:

1. Water piping passing through walls, ceilings, floors, in or under concrete slabs, beams, or any portion of the building structure, shall be free to expand and contract and shall not be embedded in plaster, concrete or masonry. Such piping shall be provided with steel sleeves or thimbles when passing through concrete or masonry walls, ceilings floors or beams and such sleeves or thimbles shall be at least three-eights (3/8) inch larger than the outside diameter of the pipe plus the insulation. Annular spaces between sleeves and pipes in the floor slab shall be filled or caulked with a non-hardening mastic.
2. Where exposed pipes pass through floors, walls or ceilings of rooms and spaces, unless otherwise specified, they are to be fitted with stamped steel, nickel-plated wall and ceiling plates with set screw to hold them in position on pipe.

G. Hangers and Supports:

1. All piping, whether exposed or concealed, shall be substantially supported and made secure. Refer to Code for hanger intervals.
2. Piping underground shall be installed on firm footing and be well supported as not to sag from settling of earth backfill.

H. Gas Fired Hot Water Heaters:

1. Furnish and install a AGA listed natural or propane gas fired hot water heater. Heaters shall be constructed for 150 psi working pressure and tank so labeled. Each heater shall be completed with tank, insulation, white enamel steel jacket, magnesium valve. Heater shall have an automatic high limit energy shut-off devise. Heaters shall have 3-year warranty and shall meet ASHRAE 90-75 efficiency requirements. All water heaters shall have a minimum first hour rating of 65.
2. Prohibited Locations - No gas or oil fired water heater shall be located in a bedroom, bathroom, clothes closet, under any stairway, or in a confined space with access only to the above locations.

I. Plumbing Fixtures:

1. All fixtures shall be standard builder's quality properly handled, carefully uncrated, erected and set in place. On completion, all fixtures shall be properly cleaned and adjusted and left in readiness for use. The Contractor shall assume all responsibility for the proper protection of all fixtures to insure that same shall be in good condition for acceptance.
2. Exposed metal parts of all fittings, unless otherwise noted, shall be polished chromium finish on nickel plated brass. All cast iron enameled fixtures shall be in ACID RESISTING enamel.
3. All fixtures shall have individual cut-off stops on cold and hot water lines where same are not specified as part of the fixture, they shall be installed in supply lines as close to fixture as possible.
4. Install chrome plated brass nipples on all exposed supply pipes through wall to fixture supplies and flush valves.
5. All sink and lavatory P-traps shall be minimum PVC where concealed and 17 gal. chrome plated brass where exposed.
6. Supply stops shall have screw or sweat connections and be all brass and chrome plated. Connect to roughing with chrome nipples or supply stop with extension tube.
7. Connections of fixtures to piping shall be complete and substantial, using proper bolts, anchors, screws, etc.; for supporting of all fixtures to avoid strain on connections. Determine the exact finished floor and wall surface before installing pipes, etc.
8. Complete connections for all fixtures, traps, wastes, vents, hot and cold water, etc., shall be provided.
9. All fixtures shall have the joint between the fixture and the mounting surface caulked with silicone caulk/sealant.

Division XII

A. Electrical Work

General Provisions:
The general conditions to the work write up and Performance and Material Specifications shall form a part of the specifications for this work insofar as they apply to these Electrical Specifications.

a. All materials and equipment shall be new and shall conform to the applicable standards of the following authorities:
Underwriters' Laboratories, Incorporated
National Electric Manufacturers Association
American Institute of Electrical Engineers
Insulated Power Cable Engineers Association
American National Standards Institute
b. The Contractor shall:
   1. Acquaint him with all conditions which may affect the work. Submission of a bid by the Contractor shall acknowledge on his part that all such conditions are fully known to him.
   2 Install all work to conform to latest recommendations of the National Electrical Code, the National Electrical Safety Code, and Standard Building Code.

3. Secure and pay all necessary permits, and furnish at his own expense, prior to final payment, certificates of inspection as required by the authority having jurisdiction.
4. Secure and be responsible for his own measurements.
5. Complete the work in all respects, ready for regular use.
6. Coordinate the work under these specifications with that of each of the other crafts.

c. Scope of Work:
Work under this contract comprises providing all labor, material, equipment, transportation and related items and subcontract work for a complete electrical system per code and per work write-up.

2. <u>Electrical Panels:</u>

a. The service entrance, the electrical house panels, the main disconnect, the main breakers shall be sized as a minimum of 150 amps and in accordance with the provisions of Section 220-30 or 220-31 of the National Electrical Code. No piggy-back or thin breakers shall be acceptable. All type NMB cables used outside must be protected.
b. There shall be one circuit provided for each 500 square feet, or a part thereof, of usable floor space for the purpose of lighting. There shall be one (1) 20 AMP circuit provided for each six (6) duplex general purpose receptacles or a part thereof. There shall be provided at least three (3) remote duplex receptacles, each on a separate circuit, for each kitchen. All new circuits, except electric ranges and clothes dryers, shall be accompanied by a grounding conductor.
c. All electrical panels shall be labeled with underwriters' labels and all breakers in the electrical panels shall be labeled as to which circuits they supply.
d. Provide circuit index on service panel showing which lines are served by each circuit breaker. Light fixtures shall be installed by the contractor as required. The work write-up shall indicate which fixtures are to be replaced and shall stipulate the allowance for fixtures. The owner shall select the fixtures within the allowance specified in the work write up and shall pay any additional cost above the allowance. Lighting fixtures shall be complete with lamps, glassware, mounting hardware, frames and trim, stems, ballasts and sockets to provide a complete operating fixture at each location.
e. The contractor shall be responsible to determine the additional wiring, outlets, panel size, etc., to conform to code and his bid price shall include those costs.

3. <u>Fixtures:</u>

a. The bathroom fixtures shall be controlled by a wall switch not readily accessible from the tub or shower.
b. Every habitable room shall have one overhead light fixture and minimum two separate wall outlets, or minimum three wall outlets, one of which is controlled by a wall switch.
c. Provide and install Ground Fault Interrupters in bathroom and kitchen area.

d. Smoke Detectors - Each dwelling unit shall be provided with approved, listed and labeled smoke detectors sensing visible or invisible particles of combustion installed in a manner and location consistent with its listing. The detector shall provide an alarm suitable to warn the occupants within the dwelling. Smoke detectors shall be installed in each bedroom and in the hallway. All smoke detectors shall be hardwired into the electrical system with a battery backup.

4. Grounded Conductor:

a. All residential wiring systems shall have a grounded conductor that is identified in accordance with Section 200-6 of the National Electrical Code.
b. No grounded conductor shall be attached to any terminal or lead so as to reverse designated polarity.

5. Grounded Electrode:

a. Where any electrical additions are added to an existing system, there shall be a rod or pipe electrode conforming with Section 250-83-C of the National Electrical Code.
b. The cold water pipe and the heating ducts shall be bonded through a grounding conductor to the grounding bar of the main panel or to the grounding conductor at the meter.

6. Wall Receptacles:

All receptacle outlets shall be installed in the wall and at least 12" from the floor unless otherwise stated in the work write up. All new receptacle installations shall be grounded.

7. Light Switches:

a. All light switches shall be installed in the wall unless otherwise stated in the work write up.
b. All ceiling, wall, and porch lights shall be controlled by a wall switch.

8. Separate Circuits:

a. Each washing machine, refrigerator, dishwasher, shall be installed on a separate circuit.
b. Each kitchen shall have two small appliance circuits in addition to the above-mentioned circuits.
c. HVAC units shall be on a separate circuit.

9. Rosettes:

When the work write-up requires a house to be wired according to the housing code or the electrical code, all rosettes and pull chain fixtures shall be removed and replaced with a light fixture and wall switch.

10. Exposed Wires:
Where rewiring is required, there shall be no exposed wires or exposed conduits unless otherwise specified in the work write up or change order, except wire mold may be used upon written approval of the inspector.

11. Water Heater:
All exposed wires connecting a new or existing water heater shall be encased in flexible conduit for the full length of its exposure and secured at both ends. All cables connected to a water heater shall be secured with a clamp to the opening provided for this purpose.

12. Flexible Cord:

When rewiring is specified in the work write up, all movable appliances, new or existing, shall be connected to their electrical supply by an appropriate receptacle and flexible cord.

13. Under Floor Wires:

a. When rewiring or additional wiring is required, all under the house, new or old, shall be stapled as near as possible to where the wire comes through the wall or floor and a maximum of 4-1/2' along the wire. N.E.C. 336-5.
b. All wires through foundation wall shall be in conduit through the wall.

14. Mounting:

All panels, boxes, and recessed fixtures shall be flush with the surface.

15. Exposed Wire Exterior:

a. All exposed wire on the exterior of the house shall be in conduit.

b. No wire cables shall be run from the meter or exterior box through the foundation that are not protected from where they connect to the box or meter through the foundation wall with conduit.

16. Grounding Conductors:
All new circuits shall be accompanied by a grounded-conductor as required in Article 250 of the National Electrical Code.

17. Boxes and Plates:

a. All fixture boxes shall be a minimum size of 4" x 1-1/4" octagon or round. Where rewiring of light fixtures is accomplished, the switch leg shall be made up in the fixture box. All junction boxes shall be equipped with cover plates.
b. Where any cover plate fails to cover the opening or defect, a jumbo plate shall be used or the wall shall be repaired neatly. Any holes left by unused electrical openings shall be repaired or appropriately covered.

B. Guarantee:

The Contractor shall guarantee all workmanship and material furnished under this Specification for one year from date of final acceptance by the Owner. During that time he shall furnish and reinstall any part(s) which are faulty or defective, without cost to the Owner.

Division XIII

A. Lead Base Paint Abatement:

See the lead-based paint requirements on pages 5 – 10.

A Notice to Proceed (dated at least three days after the contract signing) should be issued to the contractor, which should specify the time period within which the work should begin and when the work should be completed. Project milestones triggering progress payments should be specified in the contract. Systematic, thorough inspections are critical to successful projects. Conducting thorough, regular inspections throughout the process can prevent many problems that arise at the end of a job. Inspections should identify and remedy problems as early as practical. Inspections of the work performed by each contractor should be made at least once a week, and preferably daily, to ensure that the contractor is in compliance with aspects of the contract. The inspections should be documented by completion of an inspection report and signed and dated by the inspector. The inspections should compare actual work completed with the contract requirements. A sample copy of the Inspection Sheet is provided as **Attachment G** on pages 108 – 111.

Payments are the primary leverage in dealing with contractors and should be withheld until faulty work is corrected. If serious deficiencies are identified through inspection, they should be itemized in writing and given to the contractor. The recipient can terminate the contract if the contractor fails to satisfactorily correct the deficiency. Progress payments should be tied to acceptable completion of items listed on the work write-up or plans and specifications and supported by documented progress inspection reports. A sample copy of the "Contractor Payment Request" form, **Attachment I** can be found on Page 113 of this Manual. In addition, the "Progress Report of Building Under Construction" form, **Attachment J** should be submitted in conjunction with the "Contractor Payment Request" form when requesting payments from the Authority. This form can be found on Page 113.

Any change orders should be agreed upon and signed by the owner and contractor and submitted to the Authority for review and approval. Change orders should be evaluated for cost via a cost estimate to determine if the change order will result in increases that exceed the grant/loan amount prior to approval. A sample copy of the "Change Order" form is provided as **attachment K** on page 115.

An Inspection Request form is provided as **Attachment H** on page 112. This form must be completed and submitted with the Draw Request for Payment Form for each draw request. A staff member will inspect for work in place against the amount requested. The check request will be processed after the inspection has been completed and approved. It will take approximately twenty-one **(21) days** to process your request.

When funds are used for construction financing a minimum of two (2) payment requests are required for each project. The Authority will automatically withhold a 10% retainage from the total award amount prior to the first draw, except for acquisition. Disbursement of the retainage will occur when all applicable documentation from contractor (e.g. lien, waivers, certificate of occupancy) is received to coincide with the completion of the project. Participants electing to draw funds at the completion of the project are exempt from the two payment policy, but are required to request inspections at 33%, 66% and 100% complete. Developer fees and/or project delivery costs will not be disbursed until the completion of the project.

Project Completion

Under no circumstances is it allowable for tenants or home buyers to occupy units before the unit has passed a final inspection conducted by an SCSHFDA inspector. Do not close on any homeownership units or allow tenants to move into any rental units until the final inspection has been passed.

A1 Lead Based Paint Pamphlet "Protect Your Family from Lead in Your Home"..... 75-90
A2 Lead-Safe Housing Rule Applicability Form.....91
A3 Lead-Safe Housing Rule Checklist 92
A4 Notice that Lead-Based Paint Hazards are Presumed Present 93
A5 Summary Notice of Completion of LBP Hazard Reduction Activity.....94
A6 Summary Notice of LBP Risk Assessment 95
A7 Receipt of "Protect Your Family from Lead in Your Home" Pamphlet.....96
A8 Receipt of Lead-Based Paint Evaluation Results.....97
A9 Receipt of Lead-Based Paint Clearance Activities.....98
B Identity of Interest Form 99
C Independent Cost Analysis Form 100-102
C1 Contractor Application Form 103
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E Notice of Award.....106
F Sample Notice to Proceed 107
G Authority Inspection Form 108-111
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J Progress Report of a Building Under Construction 114
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M1 Davis-Bacon Recipient Checklist 117
M2 Receipt of Making Davis Bacon Work (Contractor's Guide) 118
M3 Designated Labor Standards Officer.....119
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M8 Federal Labor Standards Provisions..... 159-162
M9 Notice to All Employees 163-164
M10 Sample Wage Decision..... 165-167
N1 Section 3 Summary Report 168-170
N2 Section 3 Contract and Subcontract Activity Form..... 171-173

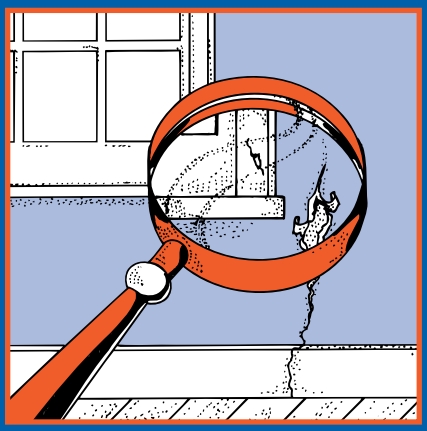
Attachment A1

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

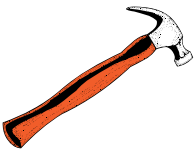
Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

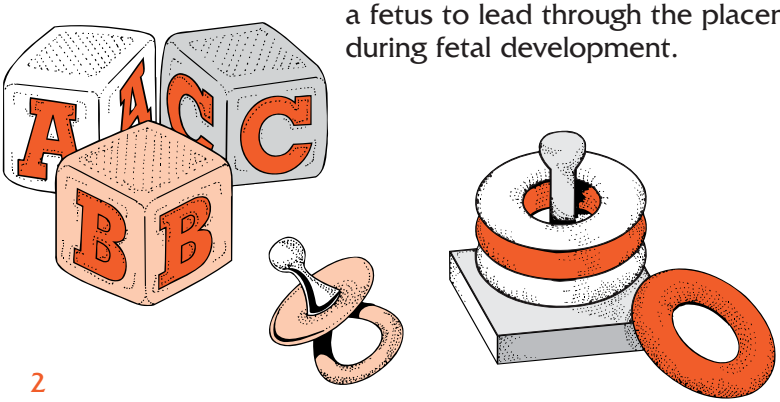
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

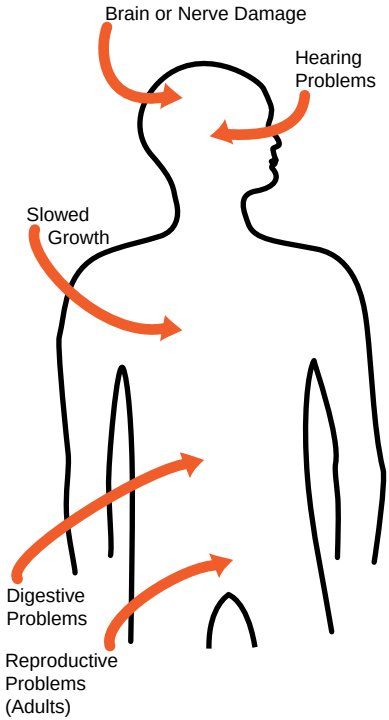
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

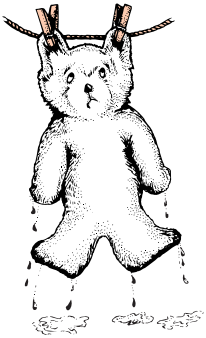
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly**. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.



- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas**.
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

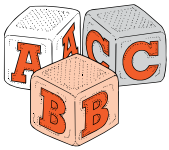
- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

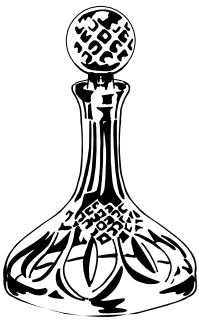
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

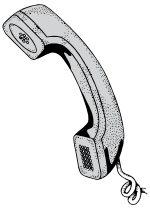




- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

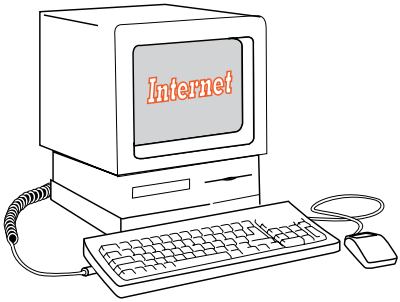


Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Address/location of subject property:_____

_____

Regulation Eligibility Statements (check all that apply):

_____ Property is receiving Federal funds.

_____ Unit was built prior to 1978.

***Note**: **If both Eligibility Statements above have been checked, continue with the Exemption Statements below. Otherwise, the regulation does not apply, sign and date the form.**

Regulation Exemption Statements [24 CFR 35.115] (check all that apply):

____ Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

____ The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

____ Housing "exclusively" for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

____ An inspection performed according to HUD standards found the property contained no lead-based paint.

____ According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

____ The rehabilitation will not disturb any painted surface.

____ The property has no bedrooms.

____ The property is currently vacant and will remain vacant until demolition.

_____, that the information listed above is true and accurate to the best of my knowledge.
(Printed Name)

_____
Signature

_____
Date

_____
Organization

GENERAL COMPLIANCE DOCUMENTATION

(Program participants can use this checklist as a guide for determining whether or not they are proceeding in a manner required by the LSHR, and that they are maintaining documentation for each CPD-assisted project. Field Office staff can use the checklist as a means for familiarizing themselves with the kinds of documentation that should be maintained in order to demonstrate LSHR compliance. Compliance with the program-specific requirements may not be substantiated solely by the documents included on this general checklist. Additional guidance is provided as referenced in the checklist.)

As appropriate, the following documents should be maintained in CPD-assisted project files for properties constructed before January 1, 1978, in order to demonstrate general knowledge and compliance with basic LSHR requirements. Standard forms are available in the Federal Register (FR), as indicated by the sources noted below. Citations from 24 CFR part 35 are also provided as additional references.

_____ **Applicability Form [§35.115] –** A copy of a statement indicating that the property is covered by or exempt from Lead Safe Housing Rule.[1]

(Note: (A) If the property is exempt, the file should include the reason for the exemption and no further documentation is required; (B) if the property is covered by the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below.)

_____ **Summary Paint Testing Report or Presumption Notice [§35.930(a)]** – A copy of any report to indicate the presence of lead based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces. [2]

_____ **Risk Assessment Report [§35.930©(2)]** – A copy of a report (in addition to the requirements of §35.930(a)) to indicate any presence of lead-based paint hazards for projects receiving more than $5,000 per unit in rehabilitation assistance. [4]

(**Note: If the property receives more than $25,000 in assistance, more stringent requirements apply, including compliance with applicable state requirements, as appropriate. [See §35.930(d)].**

_____ **Notice of Evaluation [§35.125(a)]** – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based-paint inspection, risk assessment or paint testing. [3, 4]

_____ **Clearance Report [§35.930(b)(3)]** – A report indicating a "clearance examination" was performed of the work-site completion.

_____ **Notice of Hazard Reduction Completion [§35.125(b)]** – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents. [5]

Source: Federal Register (FR), 64 FR 50139-50231, published September 15, 1999 – Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance. The appendices are on pages 50230-50231.

[1] LSHR Regulation Applicability Form (See Attachment B to this memorandum.)
[2] Appendix C – "Sample Summary Presumption Notice Format"
[3] Appendix A – "Sample Summary Inspection Notice Format"
[4] Appendix B – "Sample Summary Risk Assessment Notice Format"
[5] Appendix D – "Sample Hazard Reduction Completion Notice Format"

A4 - Notice That Lead-Based Paint Hazards Are Presumed Present

Address/location of property or structure(s) this notice of presumption applies to: _____

_____

_____

Type of presumption (check all that apply):

(a) _____Lead-based paint is presumed to be present.

(b)_____ Lead-based paint hazard(s) is(are) presumed to be present.

Summary of presumption. List at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and types of lead-based paint hazards presumed to be present: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Contact person for more information about the presumption:

Printed Name:_____

Organization:_____

Street_____ City_____

State: _____ Zip: _____ Phone: (____)_____

Person who prepared this notice of presumption:

Printed Name: _____ Signature:_____

Organization: _____

Street and City: _____ State:_____ Zip: _____

Date: _____ Phone: (___)_____

A5 - Summary Notice of Completion of LBP Hazard Reduction Activity

Address/location of property or structure(s) this notice of presumption applies to: _____

_____

_____

Summary of the hazard reduction activity: Start and completion date(s):_____

_____

Activity locations and types. List at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and types of hazard reduction activities performed at the locations listed

_____

_____

_____

_____

Dates(s) of clearance testing and/or soil analyses: _____

Location of building components with lead-based paint remaining in the rooms, spaces or areas where activities were conducted:

_____

_____

_____

Summary of results of clearance testing and soil analysis:

(a)_____ No clearance testing was performed.
(b)_____ Clearance testing showed clearance was achieved.
(c)_____ Clearance testing showed clearance was not achieved.

Contact person for more information about the hazard reduction:

Printed name: _____

Organization: _____

Street and City: _____

State: _____ Zip: _____ Phone: ( ) _____

Person who prepared this summary notice:

Printed Name: _____ Signature:_____

Organization: _____

Street and City: _____ State:_____ Zip: _____

Date: _____ Phone: ( ) _____

A6 - Summary Notice of Lead-Based Paint Risk Assessment

Address/location of property or structure(s) this summary notice applies to:_____

_____

_____

_____

Lead-Based paint risk assessment description:

Dates(s) of risk assessment:_____

Summary of risk assessment results (check all that apply):
(a)_____No lead-based paint hazards were found.
(b)_____Lead-based paint hazards were found.
(c)_____A brief summary of the findings of the risk assessment is provided below (required if any lead-based paint hazards were found).

Summary of types and locations of lead-based paint hazards. List at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and types of lead-based paint hazards found:

_____

_____

_____

_____

_____

_____

Contact person for more information about the risk assessment:

Printed Name:_____

Organization:_____

Street and City:_____

State _____ Zip: _____ Telephone (___)_____

Person who prepared this summary notice:

Printed name: _____ Date:_____

Signature: _____

Organization: _____

Address: _____ City: _____

State: _____ Zip: _____ Telephone: (___)_____

I have received a copy of the EPA/ USCPSC/ HUD notice entitled

Protect Your Family From Lead In Your Home

_____

Print Name

_____

Signature Date

_____

HOME-assisted Unit Address

_____

City, State, Zip

An executed copy of this form along with a complete copy of the clearance report must be submitted to the Authority.

I have been notified of the results of and received a copy of the attached Lead-Based Paint Evaluation that was conducted at the unit located at

_____.

Type of evaluation performed:

_____ Visual Assessment

_____ Paint Testing

_____ Paint Testing and Risk Assessment

_____

Print Name

_____

Signature Date

An executed copy of this form along with a complete copy of the clearance report must be submitted to the Authority.

I have received a complete copy of the attached Lead-Based Paint Clearance Report for the unit located at:

_____

Property Address

_____

City, State, Zip

_____

Print Name

_____

Signature Date

An executed copy of this form along with a complete copy of the clearance report must be submitted to the Authority.

South Carolina State Housing Finance and Development Authority
IDENTITY OF INTEREST CERTIFICATION

The Recipient, _____, certifies that an identity of interest relationship exists and hereby disclose those entities with which I have an identity of interest relationship.

An **"Identity of Interest"** is considered to exist if any of the following conditions exist:

- When there is any financial interest of the Applicant, Principal, Owner and any other member of the development team;
- When one or more of the officers, directors, stockholders, members, or partners of the Applicant, Principal, or Owner is also an officer, director, stockholder, member, or partner of any other member of the development team;
- When any officer, director, stockholder, member or partner of the Applicant, Principal, or Owner has any financial interest whatsoever in any other member of the development team;
- When any other member of the development team advances any funds to the Applicant, Principal, or Owner;
- When any other member of the development team provides and pays, on behalf of the Applicant, Principal, or Owner, the cost of any architectural services or engineering services other than those of a surveyor, general superintendent, or engineer employed by any other member of the development team in connection with its obligations under its contract with the Applicant, Principal, or Owner;
- When any other member of the development team takes stock or any interest in the Applicant, Principal, or Owner entity as part of the consideration to be paid him/her;
- When any relationship exists which would give the Applicant, Principal, or Owner or any other member of the development team control or influence over the price of the contract or the price paid to any other member of the development team or to a subcontractor, material supplier or lesser of equipment;
- When there exist (or come into being) any side deals, agreements, contracts, or undertakings entered into or contemplated, thereby altering, amending, or canceling any of the required application or closing (should there be a closing) documents;

If there is an "identity of interest", please state what the "identity of interest" is:_____
_____
_____
_____
_____

The above Applicant certifies that fees and charges collected by one of the parties from related parties does not exceed the norm for such services etc., for the area the development is located in.

The undersigned hereby certifies that the information submitted is true and accurate and further certifies that failure to disclose any identity of interest to the Authority could possibly result in the suspension and debarment from participating in any Authority or Federal programs.

Applicant:_____ Date:_____

Signature:_____ Title:_____

1. Project Development Costs -- Construction Budget

	$ MATERIALS	$ LABOR	**$ TOTAL**
Concrete Footings			
Backfill-slab, Crawl Space			
Slab-concrete/Rebar/Gravel			
Drive/Sidewalk/Porch			
Foundation			
Brick Veneer			
Site Utilities			
Steel/Structure/Rails			
Framing/Lumber/Nails			
Trusses			
Crane Rental			
Windows/Grilles/Screens			
Playground Equipment			
Exterior Doors			
Roofing			
Fencing			
Vinyl Siding/Trim/Box			
Gutters/Shutters			
Insulation			
Drywall			
Interior Doors			
Int. & Final/Stair/Trim/Shelves			
Cabinets & Tops			
Painting			
Plumbing			
Marble - Tub/Shower/Tops			
Electrical			
Heating/Air Conditioning			
Floor Covering			
Wall Paper			
Mailboxes/Special Features			
Blinds/Shades/Art Work			
Light Fixtures/Fans			
Mirror/Shower Door/Encls./ Bath Access.			
Appliances			
Landscaping			
Interior Clean			
Exterior Clean/Dumpster			
Plans and Drawings			
Other (specify)			
TOTAL COSTS *			

2. Project Development Costs -- General Requirements

ITEM	$ TOTAL
Supervision	
Job Site Office/Trailer Rental	
Impact Fees	
Office Supplies	
Security/Watchman	
Water and Sewer Connection Fees	
Project Signage	
Tools and Equipment	
Gas, Oil, and Maintenance	
Cleanup/Dumpster Rental	
Temporary Water, Electric, and Telephone	
Storage/Hauling	
Driveway Access Permit	
Porta-John Rental/Dumping	
Builders Risk Insurance	
Re-inspection Fees	
Extra Plans and Specifications	
Miscellaneous, Casual Labor	
Equipment Rental	
Other	
Other	
TOTAL COSTS*	

3. Project Development Costs -- Site Improvement

ITEM	$ TOTAL
Subsurface Exploration/Perk Testing/Site Engineering	
Clearing/Grading/Final Grading/Excess and Borrow	
Demolition	
Earthwork/Excavation/Aerating	
Soil Treatment	
Pile Foundations	
Caissons	
Shoring/Bracing	
Site Drainage	
Site Utilities/Site Lighting	
Paving and Surfacing/Curb and Gutter	
Walk-ways	
Site Signage	
Parking Lot Painting	
Dumpsite Pads/Fencing	
Fencing/Gates	
Landscaping/Topsoil	
Waterproofing/De-Watering	
Operation of Construction Equipment/Fuel/Oil	
Crane Rental	
Rock and Hardpan Excavation	
Site Supervision Personnel	
Other	
Other	
TOTAL COSTS*	

Performed By:

Name: _____
(Please Print)

Agency:_____

Address:_____

Telephone:_____

I have provided this cost analysis with the understanding that I will not be allowed to participate in the procurement process for the construction of this project.

_____ _____
Signature Date

C-1 Contractor Application Form (sample)

Name of Company:_____

Owner's Name:_____ SC Builder's License No.:_____

Address:_____

Phone: Office:_____ Home:_____
Office Hours:_____
After What Hour May We Call You At Home?_____

Are You A General Contractor (All Phases of Work): Yes:_____ No:_____
When Were You Established As An Independent Contractor?_____
What Is Your Specialty:_____
Can You Contract In All Areas Of The City? Yes:_____ No:_____
How Many Tradesmen Do You Employ Other Than Sub-Contractors?_____
Can You Handle More Than One $5,000 Job At A Time?_____

List Suppliers: Starting With Largest Volume Credit Account:

Name:_____ Address:_____ Phone:_____
Name:_____ Address:_____ Phone:_____
Name:_____ Address:_____ Phone:_____

List Three Most Recent Jobs Completed:

Name:_____ Address:_____ Phone:_____
Name:_____ Address:_____ Phone:_____
Name:_____ Address:_____ Phone:_____

Do You Carry Bodily Injury and Property Damage Insurance: Yes_____ No_____
Do You Carry Workman's Compensation Insurance? Yes_____ No_____
(Attach A Certificate Of Insurance To This Application.)
Do You Guarantee Your Work For One (1) Year? Yes_____ No_____
Do You Comply With A Nondiscrimination Policy Concerning Employees and Sub-Contractor?
Yes_____ No_____

If No, State Why?_____

Circle Yearly Gross Volume of Contracted Work:

$0 - $25,000 $25,000 to $50,000 $50,000 to $100,000 Over $100,000

I CERTIFY THAT THE ABOVE IS TRUE AND COMPLETE.

Signature:_____ Date_____

I AUTHORIZE A REPRESENTATIVE TO VERIFY ALL INFORMATION SUPPLIED ON THE APPLICATION AND OBTAIN A CREDIT REPORT.

Signature:_____ Date_____

Listed below are the names, addresses and South Carolina license number of the proposed Subcontractors for review and approval by the Owner. A bidder shall submit, along with the bid, the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor to or about the construction. No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of listed subcontractor, except with the consent of the owner, for good cause shown.

#1. Work to be subcontracted:_____

Name of Subcontractor:_____

License Number:_____

Address:_____

_____

#2. Work to be subcontracted:_____

Name of Subcontractor:_____

License Number:_____

Address:_____

_____

#3. Work to be subcontracted:_____

Name of Subcontractor:_____

License Number:_____

Address:_____

_____

#4. Work to be subcontracted:_____

Name of Subcontractor:_____

License Number:_____

Address:_____

_____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Address of Participant: _____ Participant Number

_____

_____

_____
Name and Title of Authorized Representative

_____
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

To: _____

Project Description: (Demolition, rehabilitation or construction) of a single-family dwelling located at _____ as per Bid number: _____.

The OWNER has considered the Bid submitted by you for the work described above in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of

_____($_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal as abandoned and as a forfeiture of your BID BOND. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated: _____ _____

City, Owner, Local Facility Printed Name

By: _____ **Title:** _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Date:_____ _____

Contractors Printed Name

By:_____ **Title:**_____

PRE-CONSTRUCTION CONFERENCE REPORT
READ CAREFULLY BEFORE SIGNING

I (We), the undersigned, have on this date at _____ participated in a pre-construction conference prior to the signing of a contract for the demolition, new construction or rehabilitation of my (our) property. I (We) acknowledge that I (we) understand the terms of the contract, the explanation of the work to be performed by the contractor, the roles of other parties and our responsibilities during the construction phase. I (We) have been given an adequate explanation to my (our) questions, if any, and are aware that assistance will be provided by staff as requested. I (We) further understand and acknowledge that the (Participant) assumes no responsibilities for the work performed and does not warrant any work performed.

_____ _____
Signature of Property Owner **Date**

_____ _____
Signature of Property Owner **Date**

I, the undersigned, hereby certify that the pre-construction conference was held on this date between the Owner(s), construction advisor and myself. I understand the procedures to be followed for change orders and requests for payment and inspections. I understand and agree that the work performed must meet the standards of performance required by the program as established by the program specifications and work write-up.

_____ _____
Signature of Contractor and Title **Date**

I, the undersigned, hereby certify that I participated in a pre-construction conference on this date.

_____ _____
Signature of Construction Advisor **Date**

NOTICE TO PROCEED

I, the undersigned, hereby authorize the contractor to commence work on the property known as _____ within _____days of the execution of this document. The property will be available to the contractor to perform the work stated in the contract between the hours of _____a.m. and _____p.m., Monday through Friday, unless otherwise specified by the owner. If the contractor does not commence work within the specified time, the owner may upon proper notification, consider the contract to be in default.

_____ _____
Signature of Property Owner **Date**

Developer/Administrator:	Telephone:
Contractor:	Contractors Telephone:
Owner:	Date:
Project Name:	Inspection #: Project Cost: $
Address:	Inspector:

Interior				
Kitchen	S	U	I	Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted , Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Refrigerator	☐	☐	☐	
Range Hood: Vent w/light	☐	☐	☐	
Cabinets: Wall, Base	☐	☐	☐	
Sink: Single Double	☐	☐	☐	
Counter Tops	☐	☐	☐	
Disposal	☐	☐	☐	
Ground Fault Interrupter	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Living Room/Family Room				**Comments**
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted, Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Drapery Rods	☐	☐	☐	
Closets	☐	☐	☐	
Entry Door	☐	☐	☐	
Electrical Outlets	☐	☐	☐	
Dining Area				Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted, Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Closets	☐	☐	☐	
Entry Door	☐	☐	☐	
Electrical Outlets	☐	☐	☐	
Hallways, Stairways				Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted, Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Railing	☐	☐	☐	
Smoke Alarm	☐	☐	☐	

Interior				
Bedroom 1	S	U	I	Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted, Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Drapery Rods	☐	☐	☐	
Closet Doors	☐	☐	☐	
Smoke Alarm	☐	☐	☐	
Electrical Outlets	☐	☐	☐	
Bedroom 2				Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted, Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Drapery Rods	☐	☐	☐	
Closet Doors	☐	☐	☐	
Smoke Alarm	☐	☐	☐	
Electrical Outlets	☐	☐	☐	
Bedroom 3				Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling: Painted, Blown	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Drapery Rods	☐	☐	☐	
Closet Doors	☐	☐	☐	
Smoke Alarm	☐	☐	☐	
Electrical Outlets	☐	☐	☐	
Bathroom I				Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling, Vents	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Sink, Vanity	☐	☐	☐	
Tub, Shower	☐	☐	☐	
Linen Closet	☐	☐	☐	
GFI	☐	☐	☐	
Toilet	☐	☐	☐	
Medicine Cabinet	☐	☐	☐	
Towel Bars, Accessories	☐	☐	☐	

Interior				
Bathroom 2	S	U	I	Comments
Floor: Vinyl	☐	☐	☐	
Walls: Drywall	☐	☐	☐	
Ceiling, Vents	☐	☐	☐	
Lights: Fixtures	☐	☐	☐	
Sink, Vanity	☐	☐	☐	
Linen Closet	☐	☐	☐	
GFI	☐	☐	☐	
Tub, Shower	☐	☐	☐	
Toilet	☐	☐	☐	
Medicine Cabinet	☐	☐	☐	
Towel Bars, Accessories	☐	☐	☐	
Utility Room/Storage (Interior)	☐	☐	☐	Comments
Exterior				
Patio Balcony				Comments
Sliding Door & Screen	☐	☐	☐	
Deck	☐	☐	☐	
Railing	☐	☐	☐	
Porch Area (Front or Rear)				Comments
Floor: Concrete	☐	☐	☐	
Hand Rails	☐	☐	☐	
Banister	☐	☐	☐	
Steps	☐	☐	☐	
Ceilings	☐	☐	☐	
Awnings	☐	☐	☐	
Columns				
Foundation				Comments
Access Door to Crawl Space	☐	☐	☐	
Underpinning: Brick or Block	☐	☐	☐	
Termite Treatment	☐	☐	☐	
Footings	☐	☐	☐	
Foundation Walls	☐	☐	☐	
Masonry Porch	☐	☐	☐	
Utility Room/Storage (Exterior)	☐	☐	☐	Comments
Exterior Doors				Comments
Solid Core or Metal Entrance (w/Deadbolt Locks)	☐	☐	☐	
Screen Doors (Front and Rear)	☐	☐	☐	
Storm Doors (Front and Rear)	☐	☐	☐	
Exterior Walls				Comments
Paint	☐	☐	☐	
Vinyl Siding	☐	☐	☐	
Brick	☐	☐	☐	
Window: Double Hung Sash, Frame, Pane Trim, Sill; Cap, Caulking, Screens	☐	☐	☐	
Window Screens	☐	☐	☐	

General				
Insulation				Comments
R-19 - Floors	☐	☐	☐	
R-30 Ceiling	☐	☐	☐	
R-11 - Walls	☐	☐	☐	
Roof Area				Comments
Singles, Fiberglass (20 yr.) and 15 lb. Felt	☐	☐	☐	
Decking & Metal Drip Edge	☐	☐	☐	
Soffit and Eaves	☐	☐	☐	
Vent, Turbine or Conventional Gable vents	☐	☐	☐	
Flashing at Intersection of roof & wall surfaces	☐	☐	☐	
Boxing, Fascia Boards	☐	☐	☐	
Rafters, joists, ridgeboard, hip, valley rafters, braces	☐	☐	☐	
Gutters, Downspouts, Splash blocks	☐	☐	☐	
Plumbing				Comments
Hot Water Heater (40 Gal.)	☐	☐	☐	
Plumb Entire Residence	☐	☐	☐	
Washer Hook-up (Catch basin in wall cavity)	☐	☐	☐	
Heating/Air Cooling System				Comments
Floor Furnaces	☐	☐	☐	
Wall Heaters	☐	☐	☐	
Central System (Gas or Elect. Heat Pump)	☐	☐	☐	
Electrical				Comments
Service (Include Panel Box 150 to 200 amp.)	☐	☐	☐	
Install minimum of 4 outlets per room (wire to code)	☐	☐	☐	
Smoke Detector (hardwire w/battery backup)	☐	☐	☐	
Door bell (chimes/2 buttons)	☐	☐	☐	
TV and phone outlets	☐	☐	☐	
Dryer connections w/vent	☐	☐	☐	
Ground Fault Interrupters	☐	☐	☐	

_____ % of unit(s) completed

Additional Comments:_____
_____

_____
_____

S – Satisfactory – work has been completed.
U – Unsatisfactory – requires additions or corrections
I – Incomplete – work has not been completed but is satisfactory to date.

Inspector: _____
Date: _____

H - Inspection Request Form

☐ **HOME Program** ☐ **HTF Program** ☐ **LIHTC Program** ☐**Bond Program**

☐ **Cost Analysis/Plans/Specs/Change Order Review** ☐ **Interim Inspection Without Draw**

☐ **Initial Inspection** ☐ **Interim Inspection with Draw** ☐ **Final Inspection**

Identifying Number:_____ **Date of Request:**_____

Participant Name:_____ **Contact Person:**_____

Participant Address:_____ **Phone #:** (____)_____

City, State, Zip: _____ **Fax #:** (____)_____

(Check all that apply)

Project Type: ☐ **Homeownership** ☐ **Rental** ☐ **Owner-Occupied** ☐ **Group Home** ☐ **Shelter** ☐ **ER Repair**

Activity Type: ☐ **Acquisition** ☐ **New Construction** ☐ **Rehabilitation** ☐ **Down Payment & Closing Costs**

Total # of Units: _____

Project/Beneficiary Name: _____

Project Address: _____

City, State, Zip: _____

Project County: _____

Date closing is scheduled for: _____

Attachments Included:

☐ **Draw Report (Should include related invoices for soft costs/AIA documentation of Building in Progress Report.)**

☐ **Inspection Report from Local Inspector** ☐ **Exhibit G**

☐ **Pictures** ☐ **Written Directions**

☐ **Change Order (s)** ☐ **Other** _____

_____ **% Draw Percentage Requested**

Authority Use Only: **Program Coordinators Name:**_____

Date Given to Scheduler: _____ **Inspectors Name:** _____

Inspection has been: ☐ **Approved** ☐ **Disapproved** **Date Inspection:**_____

☐ **Initial** ☐ **Final**

Plans/Specs/Cost Analysis has been: ☐ **Approved** ☐ **Disapproved** **Date Reviewed:**_____

☐ **Initial** ☐ **Final**

CONTRACTOR PAYMENT REQUEST

Owner:_____ **Date:**_____

Address:_____ **Contract Amount:**_____

Contractor:_____

Address :_____

_____

Type of Payment: _____ Progress _____ Final

Contractor: I/We hereby request an inspection to receive payment #_____ for the amount of $_____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

Contractor's Signature: _____ **Date:** _____

Owner: I/We agree that the work stated by the contractor has been completed and approve payment to the contractor in accordance with the Agreement and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Owner's Signature:_____ **Date:**_____

Owner's Signature:_____ **Date:**_____

Construction Advisor: I hereby certify that all work is completed as indicated on the contractor's payment request. I hereby request approval of the payment to the contractor in the amount of $_____.

Construction Advisor:_____ **Date:**_____

PROGRESS REPORT OF BUILDING UNDER CONSTRUCTION

Owner(s):_____ **Project No:**_____
Location of Property:_____
Contractor:_____ **Construction Cost: $**_____

No.	Items Completed	$ Value	%	1st	2nd	3rd	4th
1.	Clearing Lot ( ) Rough Grading ( ) Excavation ( ) Permits ( )						
2.	Water Connections ( )						
3.	Concrete Footings ( )						
4.	Foundations ( ) Piers ( )						
5.	Floor Framing ( )						
6.	Framing: Outside Studs ( ) Inside Studs ( ) Wall Sheat ( )						
7.	Roof Framing: Rafters (Truss) ( ) Ceiling Joists ( ) Sheathing ( )						
8.	Plumbing Roughed ( ) Tubs Set ( )						
9.	Electrical Roughed ( )						
10.	Window Units Set ( ) Outside Doors ( )						
11.	Roof Shingles ( )						
12.	Insulation: Walls ( ) Ceiling ( ) Floors ( )						
13.	Boxing Outside ( )						
14.	Painting Primed Exterior ( )						
15.	Heating: Furnace ( ) Ductwork ( )						
16.	Siding or Veneer: Walls ( ) Gables ( )						
17.	Drywall: Walls ( ) Ceilings ( ) Paneling ( )						
18.	Inside Trim: Window Fac. ( ) Doors ( ) Moldings ( ) Closets ( )						
19.	Plumbing Finish: Sinks ( ) Faucets ( ) Wash Con ( ) W/C ( ) W/H ( )						
20.	Millwork: Kitchen Cabinets ( ) Bath Cabinets ( )						
21.	Painting: Interior Primed ( )						
22.	Floors: Underlayment ( )						
23.	Concrete: Porches ( ) Walks/Drive ( )						
24.	Painting: Outside Final Coats ( ) Caulking ( )						
25.	Interior Finish: Paint ( ) Wallpaper ( )						
26.	Hardware: Finish ( )						
27.	Electrical Fixtures ( )						
28.	Sewer Connections ( )						
29.	Floor Finish: Carpet ( ) Vinyl ( )						
30.	Built-in Appliances: Stove/Oven						
31.	Outside Finish: Gutters ( ) Screens ( ) Columns ( )						
32.	Air Conditioner Compressor						
33.	Finish Grading ( ) Landscaping ( ) Grass ( ) Cleanup ( )						
Total Percentages			**100**				
Total Percentages Completed to Date							
Amount to be Disbursed		**$**					

Date	Construction Advisor/Inspector	Authorized Recipient Representative	Amount Disbursed
1.			$
2.			$
3.			$
4.			$

Change Order #: _____

Project #: _____

Contractor's Name _____ **Original Contract Date** _____

Owner's Name _____

Property Address(s) _____

EXPLANATION OF CHANGE/SPECIFICATIONS (Describe each change in specific terms. Provide complete specifications for all new work to be completed.)

_____
_____
_____
_____
_____

Original Contract Amount $_____
Amount of this Change Order $_____
Amount of Previous Change Order $_____
Revised Total contract Amount $_____

Completion time extended? **Yes ___, until _____ No_____**

When executed by all parties, this document will become an amendment to the above-referenced construction contract.

ACCEPTED_____ _____
Owner **Date**

ACCEPTED_____ _____
Contractor **Date**

FOR INTERNAL USE ONLY:

Change order acceptable? Yes _____ No _____

Is project still financially feasible? Yes _____ No _____

Authority Approval _____ _____
Authority Representative ***Date***

Approved _____ _____
Recipient Representative ***Date***

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, for and in consideration of the payment of the sum of _____ Dollars ($_____) paid by the City, Owner or Other Principal, receipt of which is hereby acknowledged, hereby releases and quit claims to the said _____ (Contractor) its successors and assigns to the City, Owner or Other Principal of all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the work legally described as _____

_____

on account of labor performed and/or material furnished for work or construction of any improvements thereon. That all labor and materials used by the undersigned for said work or improvements have been fully paid for.

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

_____
Contractor's Signature

_____
Date

STATE OF SOUTH CAROLINA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,19____

My commission expires _____

_____
Signed
Notary Public State of South Carolina

M1 - Recipient Davis-Bacon File Checklist

Designated Labor Standards Officer:_____

Project Name:_____ **Project Amount $**_____

Participant #: _____ **Contractor:**_____

Project Address: _____ **Address:**_____

City/State Zip:_____ **City/State/Zip:**_____

Owner/Developer:_____ **Phone:**_____

Address:_____ **Fax:**_____

City/State Zip:_____ **Email:**_____

Required Documentation

Procurement Documents (containing Federal labor standards)**:**_____

Executed Construction Contracts (containing Federal labor standards & wage determination)**:**_____

Copy of Applicable Wage Determination:_____

Debarment Certification Form (Exhibit D - Construction Manual)**:**_____

Bid Opening Date (official record of bid opening)**:**_____

Contract Award Letter:_____

Copy of Executed Exhibit M5:_____

Construction Start Date (e.g., "Notice to Proceed" letter)**:**_____

Statement Authorizing someone other than Owner, Pres, VP, or Treas to sign Statement of Compliance**:**_____

_____

DOL-Approved Apprentice Program (if applicable)**:**_____

Payrolls:

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

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Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Month_____ **Week 1**_____ **Week 2**_____ **Week 3**_____ **Week 4**_____ **Week 5**_____

Evidence of Poster AND Wage Decision on Job-Site:_____

Employee Interviews: #1_____#2_____#3_____

Date Construction Completed:_____ **Release of Final Payment:**_____

I have received a copy of the HUD publication titled **"Making Davis-Bacon Work, A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects**" and understand my responsibilities for complying with the regulations of the Davis-Bacon Act. It is also understood that the Authority reserves the right to withhold funds if it is determined that any of the compliance requirements are not met.

_____

Print Name

_____

Signature Date

_____

General Contractor/Organization Name

_____

Address

_____

City, State, Zip

_____

Name of HOME-assisted Project

This form must be completed by the General Contractor and submitted to the Authority.

M-3 Designated Labor Standards Officer

Participant #:_____

I am the Designated Labor Standards Officer for the _____ HOME Project and understand my responsibilities for complying with the regulations of the Davis-Bacon Act which include the following:

1. Ensure contracts/subcontracts contain:
    a. Federal labor standards; and
    b. applicable wage decision
2. Avoid ineligible contractors
3. Conduct on-site inspections:
    a. ensure wage decision and Dept. of Labor "Notice to Employees" are posted
    b. review certified payrolls
    c. on-site interviews
4. Review payrolls (Davis-Bacon requires weekly payment of wages)
5. Maintain full documentation
6. Contact the Authority if suspect violations or potential violations

It is also understood that the Authority reserves the right to withhold funds if it is determined that any of the compliance requirements are not met.

_____
Print Name

_____
Signature Date

_____
Recipient

_____
Telephone Number

_____
Email Address

_____
Name of HOME-assisted Project

This form must be completed by the Designated Labor Standards Officer and submitted to the Authority.

M4 - Contractor Davis-Bacon Payroll Checklist

Project Name:_____ **Project Address:**_____

City/State Zip:_____

Owner/Developer:_____ **Phone:**_____

Address:_____ **Fax:**_____

City/State Zip:_____ **Email:**_____

Check off each item below when preparing your payrolls:

_____ **1.** Authorized Signature on Statement of Compliance (pg. 2) for each payroll sheet.

_____ **2.** Certificate authorizing others to sign the State of Compliance (SOC) for payrolls. If someone other than the Owner, President, Vice President, or Treasurer will be signing the payrolls, make sure that the Federal funds recipient receives this authorization with the payrolls being sent.

_____ **3.** Statement of Compliance is completed and signed on each payroll sheet (pg. 2). Original signatures are required for each payroll sheet. No copies of signatures are allowed.

_____ **4.** Appropriate block is checked regarding payment of fringe benefits on the SOC.

_____ **5.** Payrolls are numbered. First payroll marked “Initial #1” and the last and final payroll for a project should be marked “FINAL.”

_____ **6.** Days and dates appear under item number 4 on payroll sheet.

_____ **7.** Project Number, Name, and Location should be listed on each payroll sheet. Some projects are similar in name.

_____ **8.** Worker’s address and Social Security Number appears on first payroll on which the name appears. Each time a new employee comes on board, then for that payroll… the worker’s address and social security number should be completed.

_____ **9.** Fill in job classification in column 3.

_____ **10.** Note in column 3 if worker is an apprentice, and also attach on the payroll proof of registration in a DOL-approved program.

_____ **11.** Make sure net wages, gross wages, and deductions are shown. Gross amount in column 7 minus deductions should equal net in column 9.

_____ **12.** Time-and-a-half (1 ½) is paid for all hours over 40 in a week. The employee may work over 8 hours a day. But, for all hours over 40 for the WEEK, the employee must be paid 1 ½ for overtime.

Attachment M5

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009 (exp. 08/31/2007)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information**. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential**.

1a. Project Name	2a. Employee Name
1b. Project Number	2b. Employee Phone Number (including area code)
1c. Contractor or Subcontractor (Employer)	2c. Employee Home Address & Zip Code
	2d. Verification of identification? Yes ☐ No ☐

3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes ☐ No ☐ Medical Yes ☐ No ☐ Pension Yes ☐ No ☐	Yes ☐ No ☐

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

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7. Tools or equipment used

	Y	N		Y	N
8. Are you an apprentice or trainee?	☐	☐	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	☐	☐
9. Are you paid for all hours worked?	☐	☐	11. Have you ever been threatened or coerced into giving up any part of your pay?	☐	☐

12a. Employee Signature	12b. Date

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview

Payroll Examination

16. Remarks

17a. **Signature of Payroll Examiner**	17b. **Date**

Instructions

General:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Attachment M6

1Historial de Entrevista del Empleado

Departamento de Vivienda y Desarrollo Urbano de EE.UU.
Oficina de Relaciones Laborales

Aprobación de OMB No. 2501-0009
(exp. 08/31/2007)

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial**. La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial**.

1a. Nombre del proyecto	2a. Nombre del empleado
1b. Número del proyecto	2b. Número de teléfono del empleado (incluso prefijo local)
1c. Contratista o subcontratista (Patrón)	2c. Dirección residencial del empleado y código postal
	2d. ¿Verificación de identificación? Sí ☐ No ☐

3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	4c. ¿Talonario de paga?
				Vacaciones Sí ☐ No ☐ Médicos Sí ☐ No ☐ Pensión Sí ☐ No ☐	Sí ☐ No ☐

5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario

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6. Sus deberes

7. Herramientas o equipo usado

	S	N		S	N
8. ¿Es aprendiz?	☐	☐	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?	☐	☐
9. ¿Le pagan todas las horas trabajadas?	☐	☐	11. ¿Alguna vez ha sido amenazado o coercionado a entregar parte de su paga?	☐	☐

12a. Firma del empleado	12b. Fecha

13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

15a. Nombre del entrevistador (use letra de imprenta)	15b. Firma del entrevistador	15c. Fecha de la entrevista

Examinación de Nómina

16. Comentarios

17a. **Firma del examinador de nómina**	17b. **Fecha**

Instrucciones

Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevista a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, ý su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

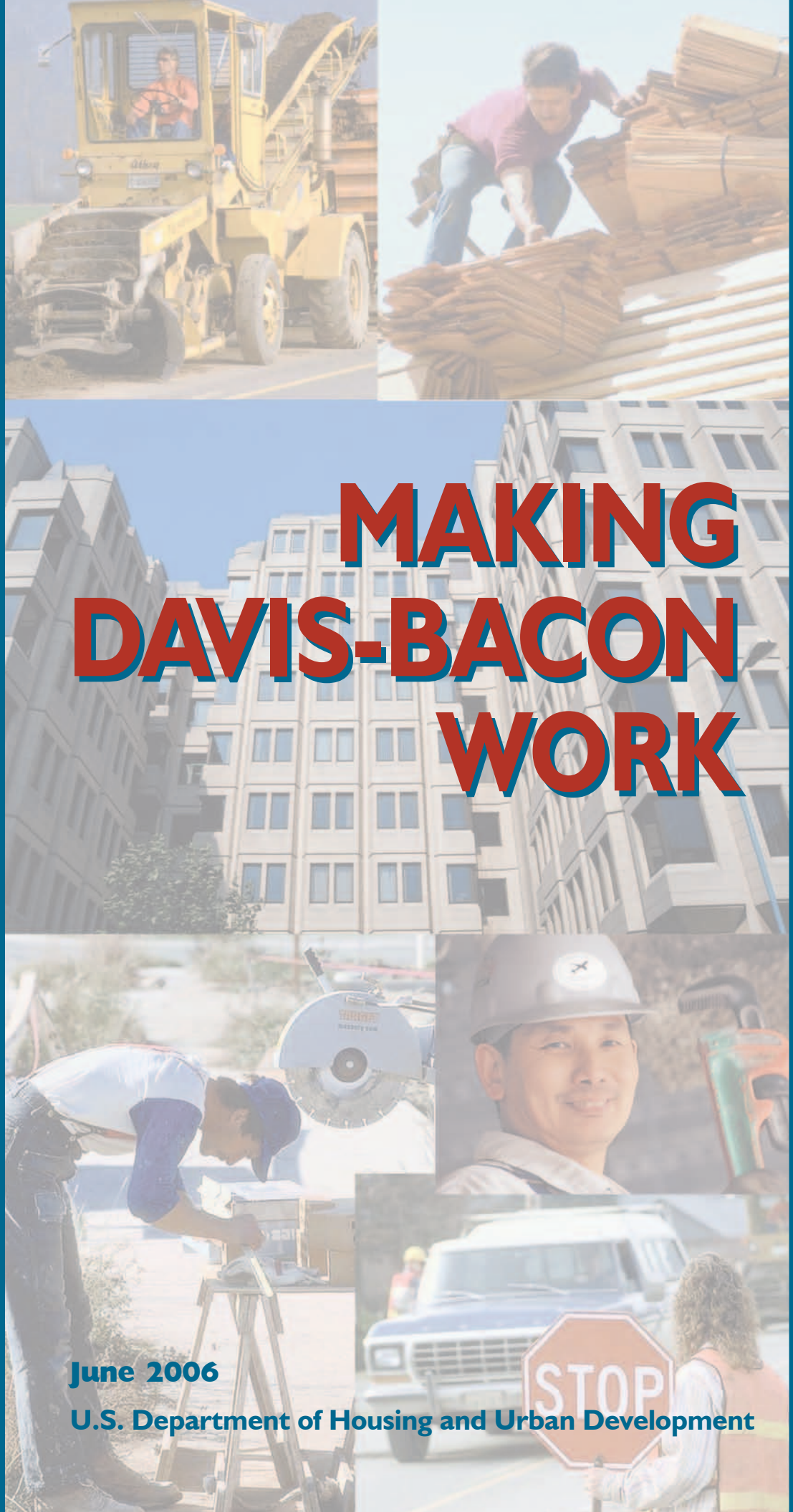
Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

Attachment M7



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

June 2006

U.S. Department of Housing and Urban Development

MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

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CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work ***is not*** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or *DBRA*.**

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: ***http://www.dol.gov/dol/allcfr/Title_29/toc.htm***

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: ***www.hudclips.org/cgi/index.cgi***

b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

www.wdol.gov

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term ***"prime contractor"*** will mean the principal contractor; ***"subcontractor"*** will mean all subcontractors including lower-tier subcontractors; and the term ***"employer"*** will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION 1 — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

> Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions*.

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

> To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).

2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. Payroll Formats

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

> DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

> If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

> An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

> Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

> HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

> Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. Where the parties have agreed to amounts of wage restitution that are due *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. Where underpayments are suspected or alleged and an investigation has not yet been completed. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL Debarment**

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD Sanctions**

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):
www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:
www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:
www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

PROJECT NAME:	WAGE DECISION NUMBER/MODIFICATION NUMBER:
PROJECT NUMBER:	PROJECT COUNTY:

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			$			
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Plumbers			$			
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
OTHER CLASSIFICATIONS						
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

form HUD-4720
(03/2004)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

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Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005–321-332

4812

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment M9

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration

WH Publication 1321
Revised January 1986

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988-209-866

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

GENERAL DECISION: **SC20070013** 02/09/2007 SC13

Date: February 9, 2007
General Decision Number: **SC20070013** 02/09/2007

Superseded General Decision Number: SC20030013

State: South Carolina

Construction Types: Residential

Counties: Aiken, Allendale, Bamberg, Barnwell, Calhoun, Edgefield and Orangeburg Counties in South Carolina.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007

SUSC1980-003 08/01/1980

	Rates	Fringes
Air Conditioning & Heating Mechanic	$ 5.15	
Bricklayer	$ 6.35	
Carpenter	$ 5.15	
Concrete Finisher	$ 5.50	
Drywall Finisher	$ 6.19	
Drywall Hanger	$ 5.45	
Electrician	$ 5.30	
Insulation Installer	$ 5.15	
Laborers:		
Mortar Mixer	$ 5.15	
Pipelayer	$ 5.15	
Unskilled	$ 5.15	
Painter, Brush	$ 5.15	
Plumbers and Pipefitters	$ 6.30	
Power equipment operators:		
Backhoe	$ 5.55	
Bulldozer	$ 5.15	
Roofer	$ 5.15	
Sheet metal worker	$ 5.25	

Soft Floor Layer.....$ 5.15

Tile Setter.....$ 5.15

Truck Driver.....$ 5.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

HOME Program
Section 3 Summary Report

Attachment N1

Economic Opportunities for Low and Very Low Income Persons

IMPORTANT! Read instructions provided on page 3 before completing this form.

Part I: Project Information

Date: _____

Participant Name: _____

Project Name: _____

Contact Person: _____

Phone Number: ( ) -

Participant Number: _____

Project Address: _____

City, State, Zip: _____

Amount of HOME Award: _____

Amount of HUD Funds Awarded to Project: _____

Check all that apply and follow the directions below:

☐ 1. The total amount of HUD funds awarded to the project for construction/rehabilitation activities exceeds $200,000.

☐ 2. The total amount of HUD funds awarded to the project for construction/rehabilitation activities exceeds $200,000 and contracts and subcontracts have been awarded in connection with the project that exceed $100,000.

☐ 3. The total amount of HUD funds awarded to the project for construction/rehabilitation activities does not exceed $200,000.

If box (1.) is applicable, the project is subject to Section 3 requirements. Complete the remainder of this form and submit to the Authority.

If box (1.) and box (2.) are applicable to the project: Complete this form and submit to the Authority, **AND** provide a copy of the ***Contract and Subcontract Activity Form (Attachment L-2)*** to all contractors and subcontractors that receive awards in connection with this project that exceed $100,000 and submit the information to the Authority within 30 days of executing the contracts.

If box (3.) is checked, the project does not fall under the requirements of Section 3. Sign and date the exemption statement and submit this form to the Authority.

Exemption Statement:

This project does not fall under the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Section 915 of the Housing and Community Development Act of 1992. Nonetheless, even though it is not required, it is understood that the Authority strongly encourages all HOME participants to follow the Section 3 preferences.

_____ _____

HOME Participant Signature Date

Part II: Contracts Awarded

A. Construction Contracts:

Total dollar amount of all **construction contracts** awarded on the project: _____

Total dollar amount of **construction contracts** awarded to **Section 3** businesses: _____

% of the total dollar amount that was awarded to **Section 3** businesses: _____

Total number of **Section 3** businesses that received **construction contracts**: _____

B. Non-Construction Contracts:

Total dollar amount of all **non-construction contracts** awarded on the project: _____

Total dollar amount of **non-construction contracts** awarded to **Section 3** Businesses: _____

% of the total dollar amount that was awarded to **Section 3** businesses: _____

Total number of **Section 3** businesses that received **non-construction contracts**: _____

Part III: Employment and Training

Employment and Training: (**Include New Hires in Columns E & F)

A. Job Category	B. Number of New Hires	C. Number of New Hires that are Section 3 Residents	D. % of Aggregate Number of Staff Hours of New Hires that are Section 3 Residents	E. % of Total Staff hours for Section 3 Employees & Trainees *	F. Number of Section 3 Employees and Trainees*
Professionals					
Technicians					
Office/Clerical					
Construction (list by trade)					
Trade_____ _					
Trade_____ _					
Trade_____ _					
Trade_____					
Trade_____					
Other_____					
Total:					

Part IV: Summary of Efforts

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing.

Check all that apply:

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the area in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD Program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD Program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the area in which the Section 3 covered project is located.
- ☐ Other: (Describe) _____

Form Completed by: _____ _____

(HOME Participant Signature) (Date)

HOME Program

Instructions for Section 3 Summary Report

Part I: Project Information

This form is to be completed by the HOME participant. If the project falls under Section 3 requirements, complete the entire form and submit it to the Authority. Provide each contractor and subcontractor awarded funds in excess of $100,000 in connection with this project copies of the ***Section 3 Contract and Subcontract Activity Form (Attachment L-2)*** to be completed and submitted to the Authority. If the project does not fall under the Section 3 requirement, sign the exemption statement and submit it to the Authority.

Note: If the project is subject to Section 3 requirements, contracts and subcontracts awarded for both construction and non-construction activities in excess of $100,000 are also subject to Section 3 regulations.

Part II: Contracts Awarded

Section 3 Business:

a. 51% or more owned by a Section 3 resident, a public housing resident or a low or very low-income person(s); or
b. Has permanent employees which include persons, at least 30% of whom are Section 3 residents or were Section 3 residents within 3 years of first employment, or;
c. Can provide evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

Part III: Employment and Training

Section 3 Residents: are public housing residents or persons who live in the area where the HUD-assisted project is located that are low-income or very low-income. Low-income households have income levels that are below 80% of the Area Median Income (AMI) and very low-income households have incomes that are below 50% of the Area Median Income (AMI) as defined by HUD.

In **Column B** enter the number of new hires for each category of workers identified in Column A in connection with this award.

In **Column C** enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award.

New hire refers to a person who is not on the contractor's or HOME participants payroll for employment at the time of selection for the Section 3 covered award or at the time of the receipt of Section 3 covered assistance.

In **Column D** enter the % of all staff hours of new hires in connection with this award.

In **Column E** enter the % of the total staff hours worked for Section 3 employees and trainees, including new hires connected with this award.

In **Column F** enter the number of Section 3 residents that were trained and employed in connection with this award.

Attachment N2

HOME Program
Section 3
Contract and Subcontract Activity Form

IMPORTANT! Read instructions provided on page 3 before completing this form.

Part I: Project Information

This section is to be completed by HOME participant.

Date: _____ Participant Number: _____

Participant Name: _____ Project Address: _____

Project Name: _____ City, State, Zip: _____

Contact Person: _____ Amount of HOME Award: _____

Phone Number: ( ) -

Part II: Contracts Awarded

Sections II through IV are to be completed by the contractor or subcontractor.

Contractor/Subcontractor Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: ( ) -

Dollar Amount of Contract/Subcontract: _____

Type: ☐ General Contractor ☐ Subcontractor

Type of Trade:
- ☐ (1.) New Construction
- ☐ (2.) Substantial Rehabilitation
- ☐ (3.) Repair
- ☐ (4.) Service
- ☐ (5.) Project Management
- ☐ (6.) Professional
- ☐ (7.) Tenant Services
- ☐ (8.) Education/Training
- ☐ (9.) Architecture/Engineering/ Appraisal
- ☐ (10.) Other

Contractor/Subcontractor Racial/Ethnic:
- ☐ (1.) White
- ☐ (2.) Black
- ☐ (3.) Native American
- ☐ (4.) Hispanic
- ☐ (5.) Asian/Pacific
- ☐ (6.) Hasidic Jews

Is this a Woman owned business?: ☐ Yes ☐ No

Contractor/Subcontractor Federal Identification Number: _____

Section 3 Contractor/Subcontractor? ☐ Yes ☐ No
(see instructions)

Part III: Employment and Training

Employment and Training: (**Include New Hires in Columns E & F)

A. Job Category	B. Number of New Hires	C. Number of New Hires that are Section 3 Residents	D. % of Aggregate Number of Staff Hours of New Hires that are Section 3 Residents	E. % of Total Staff hours for Section 3 Employees & Trainees *	F. Number of Section 3 Employees and Trainees*
Professionals					
Technicians					
Office/Clerical					
Construction (list by trade)					
Trade_____ _					
Trade_____ _					
Trade_____ _					
Trade_____					
Trade_____					
Other_____					
Total:					

Part IV: Summary of Efforts

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing.

Check all that apply:

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the area in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD Program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD Program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the area in which the Section 3 covered project is located.
- ☐ Other: (Describe) _____

Form Completed by: _____ _____

(Contractor/Subcontractor Signature) (Date)

HOME Program
Section 3
Instructions for Completing the Contract and Subcontract Activity Form

Part I: Project Information

This section is to be completed by the HOME participant and then should be provided to all applicable contractors and subcontractors to complete Parts II through IV. Upon completion, the HOME participant is required to submit this form to the Authority within 30 days of contract execution.

This form is to be completed by all contractors and subcontractors that were awarded contracts or subcontracts in excess of $100,000 in association with projects awarded HUD funds for construction or rehabilitation activities in excess of $200,000.

Note: Section 3 requirement apply to both construction and non-construction contracts/subcontracts awarded in excess of $100,000.

Part II: Contracts Awarded (This section is to be completed by contractors and subcontractors.)

HOME Participant: means the organization or individual who applied for and recivieved the HOME award from the South Carolina State Housing Finance and Development Authority.

Section 3 Residents: are public housing residents or persons who live in the area where the HUD-assisted project is located that are low-income or very low-income. Low-income households have income levels that are below 80% of the Area Median Income (AMI) and very low-income households have incomes that are below 50% of the Area Median Income (AMI) as defined by HUD.

Section 3 Business:

a. 51% or more owned by a Section 3 resident, a public housing resident or a low or very low-income person(s); or
b. Has permanent employees which include persons, at least 30% of whom are Section 3 residents or were Section 3 residents within 3 years of first employment, or;
c. Can provide evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

Business Racial/Ethnic and Gender Codes: Check the box which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

Contractor/Subcontractor Identification Numbers: Enter the Employer Federal ID (IRS) Number. This must be provided for each contractor/subcontractor awarded.

Part III: Employment and Training (This section is to be completed by contractors and subcontractors.)

In **Column B** enter the number of new hires for each category of workers identified in Column A in connection with this award.

In **Column C** enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award.

New hire refers to a person who is not on the contractor's or HOME participants payroll for employment at the time of selection for the Section 3 covered award or at the time of the receipt of Section 3 covered assistance.

In **Column D** enter the % of all staff hours of new hires in connection with this award.

In **Column E** enter the % of the total staff hours worked for Section 3 employees and trainees, including new hires connected with this award.

In **Column F** enter the number of Section 3 residents that were trained and employed in connection with this award.